

# State and Federal Applications for Renewal of the Trans Alaska Pipeline System

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## Notice on Revisions

The contents of this electronic file are subject to revision without notice to individual holders. However, revisions will be placed on the TAPS Right-of-Way Renewal web site at [www.tapsrow.com](http://www.tapsrow.com). Please visit the web site to ensure that you have the current version.



**AMERADA HESS PIPELINE CORPORATION**

RECEIVED

PIPELINE OFFICE

01 MAY -2 AM 10:04

ONE ALLEN CENTER  
500 DALLAS STREET,  
LEVEL 2  
HOUSTON, TEXAS 77002  
Phone: (713) 609-4000  
Fax: (713) 609-4906

DONALD C. LUTKEN, JR.  
President

APR 30 2001

Mr. Pat Pourchot  
Commissioner  
Alaska Department of Natural Resources  
400 Willoughby Avenue  
Juneau, Alaska 99801

Mr. William G. Britt, Jr.  
State Pipeline Coordinator  
411 West 4th Avenue  
Suite 2  
Anchorage, Alaska 99501

Re: Renewal of TAPS Lease and Associated Rights

Gentlemen:

Amerada Hess Pipeline Corporation ("Amerada Hess") owns an undivided interest in the May 3, 1974 Right-of-Way Lease for the Trans-Alaska Pipeline ("TAPS Lease") and other rights associated with the TAPS Lease ("Associated Rights"). The TAPS Lease provides that it will (and accordingly the Associated Rights will) remain in full force and effect until 12:00 noon on May 2, 2004, and "[t]he Commissioner shall renew the Lease [and Associated Rights] . . . so long as the Pipeline is in commercial operation and the Lessees are in full compliance with State law, including but not limited to State law pertaining to regulation and taxation of the Pipeline." TAPS Lease §2(c).

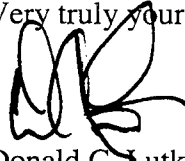
Amerada Hess, in coordination with the other undivided interest owners of the TAPS Lease and Associated Rights ("Other TAPS Owners"), applies for renewal of the TAPS Lease and Associated Rights. See Line Lists at Tab 1A-1C in Volume 2. Amerada Hess seeks renewal of the TAPS Lease and Associated Rights for the maximum period authorized by law on the same terms as those set out in the TAPS Lease and Associated Rights.

Included with this application are materials to assist you in making your renewal determination. See the Right-of-Way Leasing Act at AS 38.35.110 and the Pipeline Right-of-Way Leasing regulations at 11 AAC 80.075. That material includes information (i) pertaining to commercial operations (Commercial Operations Tab of this Volume) and compliance with State law and lease terms (Compliance Tab of this Volume) and (ii) provided to the Bureau of Land Management in conjunction with renewal of the Federal Agreement and Grant of Right-of-Way for the Trans-Alaska Pipeline (Federal ROW Renewal Application Submittal Tab of this Volume and Vols. 2 and 3).

Mr. Pat Pourchot  
Mr. William G. Britt, Jr.  
Page 2

As you know, Amerada Hess and the Other TAPS Owners have established a Right-of-Way Renewal Team to work with the State of Alaska, the Federal Government, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on Right-of-Way Renewal matters. Please direct all correspondence and notifications to W. Steven Jones.

Very truly yours,

A handwritten signature in black ink, appearing to read 'DL', with a stylized flourish extending from the bottom right.

Donald C. Lutken, Jr.

President and Chief Executive Officer

Handwritten initials 'DCS' in black ink.

# **Commercial Operation**

**TAPS Oil Movements Historical Data  
Reporting for December 2000**

The attached operations reports depict TAPS oil movements. Throughout the day, the Operations Control Center at the Valdez Marine Terminal receives data from metering systems that are located at Pump Station 1, Golden Valley Electric Association, Petro Star Valdez Refinery and Valdez Marine Terminal. Every 24 hours the data is compiled and transmitted to Anchorage.

The first page of the attachment, known as the OMH-2A report, shows the daily ending volume (measured in barrels) in the tanks at Pump Station 1, as well as the daily tankage change. The output number (reflected in the "Output" column) either adds or subtracts the tankage change to the total metered volume from the Producers to determine the actual volume which entered the pipeline.

The second page of the attachment, known as the OMH-3C report, shows the daily data pertaining to oil movements at Valdez. It reflects the volume (measured in barrels) that flows through the incoming meters from the pipeline and the volume loaded onto vessels by berth, together with (in the "Valdez Loadings" column) loadings from all berths.

|                 |           |                   |
|-----------------|-----------|-------------------|
| V A L D E Z     | O I L     | M O V E M E N T S |
| T O R I C A I L | A T A     | P U M P S         |
| I               | +         | R E L I E F       |
| N G C I         | +         | T A N K           |
| 37              | 1,977,102 | 160,796           |
| 38              | 1,069,638 | 149,805           |
| 39              | 1,091,275 | 157,995           |
|                 |           | 1,354-            |
|                 |           | 8,190             |

[illegible]





## RCA Tariff Materials

# CORRECTED NOTICE OF TARIFF FILINGS BY TRANS ALASKA PIPELINE CARRIERS

The REGULATORY COMMISSION OF ALASKA gives notice that each of the seven Trans Alaska Pipeline System (TAPS) carriers has filed tariff revision(s) as listed below. The carriers request an effective date of January 1, 2001, for the filings.

| CARRIER   | REVISED RATES | QUALITY BANK |
|---|---------------|--------------|
| Amerada Hess Pipeline Corporation (Amerada)     | TL75-300      | TL74-300     |
| BP Pipelines (Alaska) Inc. (BP)                 | TL78-311      | TL79-311     |
| Exxon Pipeline Company (Exxon)                  | TL94-304      | TL93-304     |
| Phillips Alaska Pipeline Corporation (Phillips) | TL82-310      | TL83-310     |
| Phillips Transportation Alaska, Inc. (PTAI)     | TL76-301      | TL77-301     |
| Unocal Pipeline Company (Unocal)                | TL89-312      | TL88-312     |
| Williams Alaska Pipeline Company (WAPCO)        | TL74-308      | TL75-308     |

Following is a summary of the presently assessed and the proposed intrastate tariff rates per barrel for general transportation of Sadlerochit, Kuparuk, Liaburne, and Endicott petroleum through the TAPS.

|                     | Prudhoe Bay to North Pole |          | Prudhoe Bay to Valdez Marine Terminal |          | Prudhoe Bay to PetroStar Connection at Valdez |          |
|---------------------|---------------------------|----------|---------------------------------------|----------|---|----------|
|                     | Present                   | Proposed | Present                               | Proposed | Present                                       | Proposed |
| AMERADA (TL74-300)  | \$1.52                    | \$2.08   | \$2.58                                | \$3.40   | \$2.69  | \$3.38   |
| BP (TL78-311)       | \$1.61                    | \$1.61   | \$2.61                                | \$3.54   | \$2.58  | \$3.52   |
| EXXON (TL94-304)    | \$1.98                    | \$2.16   | \$3.22                                | \$3.86   | \$3.20  | \$3.67   |
| PHILLIPS (TL82-310) | \$1.74                    | \$2.23   | \$2.81                                | \$3.64   | \$2.80  | \$3.62   |
| PTAI (TL76-301)     | \$1.97                    | \$2.23   | \$3.20                                | \$3.63   | \$3.18  | \$3.62   |
| UNOCAL (TL89-312)   | \$1.84                    | \$2.40   | \$2.98                                | \$3.93   | \$2.97  | \$3.91   |
| WAPCO (TL74-308)    | \$1.86                    | \$2.14   | \$3.02                                | \$3.48   | \$3.01  | \$3.42   |

All the carriers propose to decrease the Quality Bank Gravity Differential Value per Barrel from \$0.0194 to \$0.0167 per one-tenth degree API gravity.

Detailed information may be obtained from the TAPS carriers at the following addresses.

|          |  |
|----------|--|
| Amerade  | - c/o Albert S. Tabor, Jr., Vinson & Elkins L.L.P.,<br>2300 First City Tower, 1001 Fannin Street, Houston, TX 77002-8760 |
| PTAI     | - 700 G Street, Rm 919 Anchorage, AK 99501   |
| BF       | - 900 East Benson Blvd., P.O. Box 190848, Anchorage, AK 99519-0848   |
| Exxon    | - P. O. Box 2220, Houston, TX 77252-2220   |
| Williams | - Dorsey & Whitney LLP, 1031 W. 4 <sup>th</sup> Ave., Suite 600, Anchorage, AK 99501                                     |
| Phillips | - Guess & Rudd, 510 L Street, Suite 700, Anchorage, AK 99501   |
| Unocal   | - 909 W. 9 <sup>th</sup> Street, Anchorage AK 99501  |

The Commission may approve a rate or classification which varies from those proposed. To the extent allowed by law, you may inspect the filings at the Commission's offices at 1016 West Sixth Avenue, Suite 400, Anchorage, Alaska 99501.

To comment on these filings, please file your comments by December 22, 2000, and include a statement that you've filed a copy of the comments with the TAPS carriers. If you need a special accommodation to make your comments, please contact Georgann Joy at 263-2107/TTY: 276-4533 by December 15, 2000.

DATED at Anchorage, Alaska, this 14th day of December, 2000.

REGULATORY COMMISSION OF ALASKA

  
G. Nanette Thompson  
Chair

## FERC Tariff Materials

# AMERADA HESS PIPELINE CORPORATION

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## LOCAL PIPELINE TARIFF

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### CONTAINING RATES FOR THE INTERSTATE TRANSPORTATION OF PETROLEUM

Governed, except as otherwise provided herein, by Rules and Regulations set forth in Amerada Hess Pipeline Corporation F.E.R.C. No. 41, supplements thereto or successive issues thereof.

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## NOTICES

The provisions published herein, if effective, will not result in an effect on the quality of the human environment.

This tariff is filed in compliance with the Order Approving Settlement, Granting Application, Affirming Initial Decision, and Terminating Dockets issued June 27, 1986, by the Federal Energy Regulatory Commission in Docket Nos. OR78-1-041, 042, 043 and IS84-13-000.

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ISSUED DECEMBER 1, 2000

EFFECTIVE JANUARY 1, 2001

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ISSUED BY  
Donald C. Lutken, Jr.  
President  
AMERADA HESS PIPELINE CORPORATION  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

COMPILED BY:  
Albert S. Tabor, Jr.  
1001 Fannin Street  
Houston, Texas 77002-6760  
(713) 758-2620

Rates, in U.S. Dollars per Barrel, applying on Petroleum from Carrier's regularly established receipt stations to Carrier's regularly established delivery stations.

| FROM                  | TO             | RATE   |
|-----------------------|----------------|--------|
| Prudhoe Bay, Alaska   | Valdez, Alaska |        |
| Sadlerochit Petroleum | [1]            | \$3.40 |
| Kuparuk Petroleum     | [1]            | \$3.40 |
| Lisburne Petroleum    | [1]            | \$3.40 |
| Endicott Petroleum    | [1]            | \$3.40 |

NOTES: Sadlerochit Petroleum is any Petroleum delivered to Carrier through the Prudhoe Bay Unit metering facilities. Kuparuk Petroleum is any Petroleum delivered to Carrier through the Kuparuk Pipeline metering facilities. Lisburne Petroleum is any Petroleum delivered to Carrier through the Lisburne metering facilities. Endicott Petroleum is any Petroleum delivered to Carrier through the Endicott metering facilities. The number of Barrels of any of the above named types of Petroleum delivered out of the Pipeline by Carrier to Shipper at any given time will be determined by calculating the proportion that the number of Barrels of that type of Petroleum such Shipper has in the Pipeline bears to the total number of Barrels of Petroleum such Shipper has in the Pipeline, as such amounts are determined at the beginning of the Day delivery to such Shipper commenced.

The rates indicated above are exclusive of any demurrage or other charges shown in Amerada Hess Pipeline Corporation F.E.R.C. No. 41, supplements thereto or successive issues thereof, and any amount that Carrier is required by any applicable law or regulation to collect, including, but not limited to, the amounts to be collected for the Trans Alaska Pipeline Liability Fund. No gathering service will be performed by Carrier under this tariff.

#### Explanation of Symbols

[1] Increase

## **AMERADA HESS PIPELINE CORPORATION**

### **LOCAL PIPELINE TARIFF**

### **CONTAINING RULES AND REGULATIONS GOVERNING THE INTERSTATE TRANSPORTATION OF PETROLEUM**

### **GENERAL APPLICATION**

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

### **NOTICES**

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

[W] Item 18-E is in compliance with FERC Order Approving Contested Settlement issued December 17, 1997, in Docket Nos. OR89-2-007 et al. and APUC Order Adopting Federal Energy Regulatory Commission Order Approving Contested Settlement issued January 13, 1998, as Order No. 87 in Docket No. P-89-1 and Order No. 80 in Docket No. P-89-2. Neither the revenues nor the expenses of Carrier will be affected. Carrier is merely a stakeholder for the shippers, which are the parties in interest.

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### **SPECIAL PERMISSION REQUESTED**

Issued on less than one day's notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

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**ISSUED JANUARY 17, 2001**

**EFFECTIVE JANUARY 17, 2001**

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ISSUED BY  
Donald C. Lutken, Jr.  
President  
AMERADA HESS PIPELINE CORPORATION  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

COMPILED BY  
Albert S. Tabor, Jr.  
1001 Fannin Street  
Houston, TX 77002-6760  
(713) 758-2620

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## RULES AND REGULATIONS

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[R2] **11-A. Payment of Transportation and Other Charges.** - Shipper shall pay all applicable transportation and other charges accruing on Petroleum delivered to and accepted by Carrier for shipment, and if required, shall pay or furnish guaranty of payment of same to Carrier before acceptance of shipment. Carrier shall have a lien on all Petroleum delivered for transportation to secure the payment of any and all unpaid transportation and other charges that are due to Carrier by Shipper, and may withhold such Petroleum from delivery until all unpaid charges have been paid. If such charges remain unpaid ten (10) days after the date of Carrier's invoice such amounts shall, from the date of delivery until paid, bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest as of the date of delivery charged by the Citibank N.A. of New York, New York, on ninety (90) day loans to substantial and responsible commercial borrowers, or the maximum rate allowed by law, whichever is less. If such charges remain unpaid five (5) days after notice and demand therefor, or even in the absence of unpaid charges when there shall be a failure to take Petroleum within three (3) days after the scheduled lifting or delivery date, Carrier shall have the right, through an agent, to sell such Petroleum at public auction, on any day not a legal holiday, and not less than forty-eight (48) hours after a notice stating the time and place of such sale and the quantity, general description, and location of Petroleum to be sold has been published in a daily newspaper of general circulation in the town or city where the sale is to be held, and notice has been sent to Shipper. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation, demurrage, other lawful charges and all expenses incident to the sale. The balance from said sale shall be held for whomsoever may be lawfully entitled thereto.

[R3] **14-A. Nominating, Scheduling and Proration Procedures.**

(a) General Requirements for Nominations.

1. Carrier will receive Nominations at any time and consider them for acceptance if they conform in full to the terms of this tariff. Each Nomination shall show the daily Volume the prospective Shipper desires to ship during the period for which the Nomination applies.

2. Since Carrier's actual pipeline capacity may occasionally vary from Carrier's estimated pipeline capacity, prospective Shippers are expected, when possible, to submit Nominations that, in such circumstances, will vary in the same percentage by which Carrier's actual pipeline capacity varies from its estimated pipeline capacity. This will permit Carrier's actual pipeline capacity to be fully utilized each Day so long as prospective Shippers have enough Petroleum available for shipment to fill Carrier's pipeline capacity and will enable each prospective Shipper to fully utilize its share of Carrier's actual pipeline capacity. Prior to the due date for Initial Nominations in any given Month, Carrier will notify its Shippers of the estimated pipeline capacity that is expected to be available to Carrier for that Month. Any prospective Shipper seeking such information may obtain it upon request to Carrier's Representative for Nominations identified in paragraph (e) of this item.

3. In order that estimated capacity may be prorated among all prospective Shippers without undue discrimination, prospective Shippers shall submit valid and realistic Nominations that exceed neither the Volume of Petroleum expected to be available for shipment nor Carrier's estimated pipeline capacity. Carrier reserves the right to require affidavits or to take such other actions as it deems necessary to ascertain that Nominations do not exceed the Volume of Petroleum that will actually be available at the point of origin.



4. If any prospective Shipper fails to use the capacity allocated to it, or withdraws all or a portion of Volumes previously accepted, Carrier shall have the right to reduce such prospective Shipper's allocation of capacity during future Months by such amount not used or such amount withdrawn.

5. A prospective Shipper shall not nominate the same Barrels of Petroleum to Carrier and to another carrier. If, as of the Pipeline Scheduling Deadline, Operator determines that Carrier has accepted Barrels that another carrier has also accepted for the coming Month, Carrier will reduce such prospective Shipper's Nomination to Carrier by the number of Barrels that Carrier accepted that were also accepted by another carrier. Carrier will notify such prospective Shipper of such reduction.

6. No party shall deliver to TAPS Petroleum that has not been nominated to and accepted by Carrier or another carrier. If, as of the Pipeline Scheduling Deadline, there is Petroleum scheduled to be delivered to TAPS in the coming Month that has not been nominated to and accepted by Carrier or another carrier, Operator will notify the owner of such Petroleum at least one Operator Business Day before the deadline for nominating such Petroleum to Carrier or another carrier. If, notwithstanding Operator's notice, the Petroleum is not nominated, but is delivered to TAPS, such Petroleum shall be deemed to be the property of Carrier and the other carriers.

(b) Receipt of Nominations and Scheduling of Capacity.

1. Carrier must receive Initial Nominations by 2400 hours on the tenth Day of each Month. On the first Operator Business Day following the tenth Day of each Month, Carrier will review Initial Nominations for acceptance.

2. Nominations received after the deadline referred to in paragraph (b)1 of this Item will be considered only if Carrier has unscheduled capacity available during that Month. If Carrier has unscheduled capacity remaining as of the first Operator Business Day following the tenth Day of the Month, Carrier will notify prospective Shippers of the Volume of such unscheduled capacity. Prospective Shippers shall have until 1200 hours on the first Operator Business Day following the Day Carrier gives notice of such unscheduled capacity to submit a Supplemental Nomination for the unscheduled capacity. If any unscheduled capacity remains after the receipt of Supplemental Nominations, it will be allocated on a first-come, first-served basis, until all actual pipeline capacity is fully scheduled.

3. Carrier will accept a Revised Nomination that increases the number of Barrels a prospective Shipper nominates to Carrier only after Operator determines that the additional Barrels are not nominated to another carrier. Carrier will accept a Revised Nomination that decreases the number of Barrels a prospective Shipper nominates to Carrier only after Operator determines that the Barrels Shipper proposes not to tender to Carrier are properly nominated to another carrier.

4. A Revised Nomination will be effective at 0000 hours on the latter of (a) the Day the prospective Shipper proposes in its Revised Nomination and (b) a Day that begins after four Operator Business Days have elapsed since the Carrier accepted the Revised Nomination.

5. Time specified in this tariff shall be determined according to Valdez, Alaska, local time.

(c) Proration of Estimated or Unscheduled Capacity.

In each Month for which the total Volume of all Initial Nominations exceeds Carrier's capacity in TAPS, each prospective Shipper will initially be allocated a share of Carrier's estimated capacity, subject to adjustment upward or downward when actual pipeline capacity is determined in the same percentage by which actual pipeline capacity varies from previously estimated pipeline capacity. Such initial share of each prospective Shipper will be determined by multiplying Carrier's estimated capacity by a fraction, the numerator of which is the total Volume of that prospective

Shipper's Initial Nominations and the denominator of which is the total Volume of all prospective Shippers' Initial Nominations. If Supplemental Nominations for unscheduled capacity exceed the Volume of such unscheduled capacity, such unscheduled capacity will be prorated among prospective Shippers that submitted Supplemental Nominations in the proportion that each prospective Shipper's Supplemental Nominations bears to the total Volume of all prospective Shippers' Supplemental Nominations. Carrier will not recognize for proration purposes:

1. the Volume of any Initial Nomination that exceeds Carrier's estimated pipeline capacity in TAPS or in any portion of TAPS to be utilized in handling the Volumes nominated,
2. the Volume of any Supplemental Nomination that exceeds Carrier's unscheduled capacity; or
3. the Volume of any Nomination that Carrier is unable to validate in accordance with paragraph (a)3 of this Item.

(d) Documentation of Nominations.

1. Nominations will be received by facsimile, or other written means of communication approved by Carrier, and considered based on time of receipt.
2. On the next successive business day following the latter of the deadline for receipt of Initial Nominations and the deadline for receipt of Supplemental Nominations, or as soon thereafter as possible, Carrier will advise each prospective Shipper of the Volume of Petroleum nominated by that Shipper that Carrier expects to be able to accept for transportation each Day during the scheduled period.

(e) Carrier's Representative.

Nominations should be directed to the following:

U.S. Mail  
 Amerada Hess Pipeline Corporation  
 P. O. Box 2040  
 Houston, Texas 77252-2040  
 Attn: Tom Hutton  
 Phone: 713-609-4956  
 Facsimile: 713-609-4948

Requests for information should be directed to the following:

Albert S. Tabor, Jr.  
 2300 First City Tower  
 1001 Fannin Street  
 Houston, Texas 77002-6760  
 713-758-2620

[R7] **18-E. Quality Adjustments.** -- Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each Month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all shippers in TAPS by collecting funds from those shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the shippers (including Shipper, if applicable) having credit balances. In the

event of delay in collection or inability to collect from one or more shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed pro rata to shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.

(a) Methodology.

Shipper authorizes Carrier or its designee to compute adjustments among all shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedures set out in this Item.

The procedures for making Quality Bank calculations and determining Quality Bank adjustments among shippers are specified in detail in this Item, as supplemented by the TAPS Quality Bank Methodology set forth in Carrier's Tariff F.E.R.C. No. 43, supplements thereto, and successive issues thereof, which are incorporated herein by reference.

As prescribed in the TAPS Quality Bank Methodology, at the close of each Month Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:

1. Pump Station No. 1 Adjustment - An adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:

(i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.

(ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during that Month.

(iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

(iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

2. Connection Adjustment - An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:

(i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.

(ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month.

(iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.

(iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.

3. Valdez Terminal Gravity Adjustment - An adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:

(i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

(ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

(iii) The Gravity Differential Value Per Barrel is established at \$0.0167 for each one-tenth degree API Gravity (0.1° API).

(b) General Provisions.

In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among shippers under this Item.

In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all shippers who made such payments.

All payments due from Shipper under this Item shall be made by Shipper within 20 Days of receipt of each accounting and, for any delay in payment beyond such 20 Day period, shall bear interest calculated at an annual

rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers (or the maximum rate allowed by law, whichever is less) as of the date of accounting.

If Shipper fails to make payment due hereunder within 30 Days of issuance of each accounting, Carrier shall have the right to sell at public auction either directly or through an agent at any time after such 30 Day period any Petroleum of Shipper in its custody. Such auction may be held on any Day, except a legal holiday, and not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all payments due and expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Carrier and its designee are authorized by Shipper to receive through measurement, connecting carriers or otherwise all information and data necessary to make the computations under this Item. Shipper will furnish Carrier or its designated Quality Bank Administrator, and consents to Carrier or its designated Quality Bank Administrator acquiring from other carriers or other persons, any additional information and data necessary to make the computations under this Item. Shipper also consents to Carrier or its agents disclosing to the designated Quality Bank Administrator all information and data necessary to make the computations under this Item.

The name and address of Carrier's designated Quality Bank Administrator will be made available upon written request to Carrier.

Adjustment payments and administrative costs in this Item are not a part of Carrier's transportation tariff rates, and such shall not be an offset or other claim by Shipper against sums due Carrier for transportation or other charges, costs, or fees due or collected under Carrier's tariffs.

**Item 22-A cancels Item 22.**

[W] **22-A. Petroleum Fill Requirements.** – Carrier may require Shipper to supply its pro rata share of Petroleum to fill the Pipeline excluding the capacity of all operational tanks at the Valdez Terminal above the top of the suction/fill tank nozzle.

Explanation of Symbols

- [W] Change in wording only
- [R2] Reissued from Supplement No. 2 to F.E.R.C. No. 41, effective July 1, 1998.
- [R3] Reissued from Supplement No. 3 to F.E.R.C. No. 41, effective January 1, 1999.
- [R7] Reissued from Supplement No. 7 to F.E.R.C. No. 41, effective January 1, 2001.

# AMERADA HESS PIPELINE CORPORATION

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## LOCAL PIPELINE TARIFF

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CONTAINING RULES AND  
REGULATIONS GOVERNING THE  
INTERSTATE TRANSPORTATION OF  
PETROLEUM

### GENERAL APPLICATION

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

### NOTICES

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

[W] The decrease noted in Item 18 is in compliance with FERC Order Modifying and Adopting Contested Settlement Proposal issued November 30, 1993, in Docket Nos. OR89-2-000 et al. and APUC Order Adopting with Changes Federal Energy Regulatory Commission Order Modifying and Adopting Contested Settlement Proposal issued December 1, 1993, as Order No. 64 in Docket No. P-89-1 and Order No. 57 in Docket No. P-89-2. Neither the revenues nor the expenses of Carrier will be affected. The Carrier is merely a stakeholder for the shippers, which are the parties in interest. The net economic effect of the change will be the same as an increase in rates for some shippers; for other shippers it will be the same as a decrease in rates.

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ISSUED NOVEMBER 26, 1996

EFFECTIVE JANUARY 1, 1998

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ISSUED BY  
Donald C. Lutken, Jr.  
President  
AMERADA HESS PIPELINE CORPORATION  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

COMPILED BY  
Albert S. Tabor, Jr.  
1001 Fannin Street  
Houston, TX 77002-6760  
(713) 758-2620

## RULES AND REGULATIONS

Carrier will receive Petroleum into the Pipeline at Carrier's regularly established receipt stations at or near Prudhoe Bay, Alaska, for transportation and delivery to marine vessels at the Valdez Terminal, subject to the following conditions:

1. **Definitions.** - "Actual Arrival Time" means the time according to Valdez, Alaska, local time that a vessel, after entering the Prince William Sound Vessel Traffic Service Area, communicates to Operator such vessel's readiness to commence loading.

"Barrel" means forty-two (42) United States standard gallons at sixty degrees (60°) Fahrenheit.

"Carrier" means Amerada Hess Pipeline Corporation.

"Connection" means a connection to TAPS (other than at Pump Station No. 1) for the purpose of receiving Petroleum into TAPS.

"Connection Base Petroleum" means the Petroleum resulting from the commingling of (1) the Petroleum entering TAPS at a Connection and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection.

"Date of Commissioning" means July 31, 1977.

"Day" means the period of time commencing at 0000 hours and running until 2400 hours of the same day according to Valdez, Alaska, local time.

"Gravity" means the gravity of Petroleum expressed in API degrees at 60° Fahrenheit.

"Gravity Differential Value Per Barrel" means the gravity differential value as established or revised under Item No. 18.

[N] "Initial Nomination" as used herein means a Nomination for the coming Month that the Carrier receives from a prospective Shipper by the deadline established in paragraph (b)1 of Item 14.

"Month" or "Monthly" means a calendar month commencing at 0000 hours on the first day thereof and running until 2400 hours on the last day thereof according to Valdez, Alaska, local time.

[N] "Nomination" means an offer by a prospective Shipper to Carrier of a stated quantity of Petroleum for transportation from a specified origin to a specified destination in accordance with this tariff.

"Operator" means the person, firm or corporation which Carrier from time to time designates to operate the Pipeline, including the Valdez Terminal. Until further notice Operator is Alyeska Pipeline Service Company, 1835 South Bragaw Street, Anchorage, Alaska 99512.

[N] "Operator Business Day" means a regularly scheduled work Day for Operator's scheduling department.

"Petroleum" means unrefined liquid hydrocarbons including gas liquids.

"Pipeline" means Carrier's undivided interest in the Trans Alaska Pipeline System.

[N] "Pipeline Scheduling Deadline" means 2400 hours on the 15th Day of the Month prior to the Month for which the Nomination is to be effective, or, if the 15th Day is not an Operator Business Day, 2400 hours on the first Operator Business Day thereafter.

"Prince William Sound Vessel Traffic Service Area" means the Prince William Sound Vessel Traffic Service Area as defined by United States Coast Guard Regulations.

"Pump Station No. 1" means the pump station facilities near Prudhoe Bay, Alaska, where Petroleum is received into TAPS.

"Pump Station No. 1 Base Petroleum" means the Petroleum stream resulting from deliveries into TAPS at Pump

[W] Station No. 1 by all Shippers in TAPS.

[N] "Revised Nomination" means a Nomination Carrier receives after the Pipeline Scheduling Deadline.

"Scheduled Arrival Day" means the Day as agreed between Carrier and Shipper that a vessel is scheduled to enter the Prince William Sound Vessel Traffic Service Area.

"Shipper" means any party tendering and thereafter actually delivering Petroleum for transportation by Carrier in accordance with the terms of this tariff.

[N] "Supplemental Nomination" means a Nomination for the coming Month that Carrier receives from a prospective Shipper by the deadline established in paragraph (b)2 of Item 14.

"TAPS" means the Trans Alaska Pipeline System.

[C] The definition of "Tender" is canceled.

"Valdez Terminal" means that marine terminal facility at Valdez, Alaska, which is part of TAPS and the purpose [W] of which is to provide working storage, terminal and marine vessel loading facilities and services for Shippers shipping Petroleum through TAPS.

"Valdez Terminal Base Petroleum" means the Petroleum delivered out of Valdez Terminal.

"Volume" means quantity expressed in Barrels.

"Week or Weekly" means a period of seven consecutive days commencing on Monday at 0000 hours and running until 2400 hours on the next succeeding Sunday according to Valdez, Alaska, local time.

"Weighted Average" means an average calculated on a Volume weighted basis.

2. **Specifications.** - No commodity other than Petroleum as defined in Item 1 will be accepted for transportation. Carrier reserves the right to reject any Petroleum for transportation in the Pipeline unless (a) it is suitable for refining or use as a fuel and contains no more than 35/100 of 1% by volume of basic sediment and water, (b) its temperature does not exceed 142° Fahrenheit [except that Petroleum may be accepted for transportation at any point on TAPS at a temperature in excess of 142° Fahrenheit, but only under such circumstances and during such times as Operator determines, with approval of all TAPS carriers, that the higher temperature will not result in violation of any design or operating requirement for TAPS at any point on TAPS and will not result in any inequities or discrimination between carriers or shippers], (c) its hydrogen sulfide content in solution does not exceed 50 parts per million by weight and shall not result in the calculated hydrogen sulfide of the combined stream of Petroleum in the Pipeline under the custody of Carrier at any given entry point in the Pipeline at any given time exceeding 10 parts per million hydrogen sulfide content in solution by weight, and (d) its vapor pressure does not exceed the greater of atmospheric pressure or 14.7 psia at receipt temperature. In no event will Petroleum be accepted for transportation in the Pipeline unless its gravity, viscosity, pour point, vapor pressure and other characteristics are such that it is readily susceptible to safe and efficient transportation through the Pipeline and will not materially affect the characteristics of other Petroleum shipments for which adjustments are not or will not be available through the Quality Bank provided for in Item 18. Before any Petroleum is accepted for transportation through the Pipeline from any producing reservoir or processing plant from which Petroleum has not previously been accepted for [W] transportation through TAPS, Carrier may require Shipper nominating such Petroleum to give Carrier written notice thereof at least forty-five (45) days in advance of such proposed shipment. Such notice shall include a suitable assay of the [W] nominated Petroleum.

3. **Shipments, Maintenance of Identity.** - All Petroleum transported through the Pipeline will be intermixed with other Petroleum shipments in TAPS and shall be subject to such changes in gravity, quality and other characteristics as may result from such intermixing. No Shipper shall be entitled to receive the identical Petroleum delivered by it to Carrier. Delivery by Carrier to Shipper or its consignee shall be out of common stock or Carrier's stream which has been commingled with the streams of other carriers owning interests in TAPS.

5. **Title.** - Carrier shall have the right to reject any Petroleum which may be involved in litigation or the title to which may be in dispute, or which may be encumbered by lien or charge of any kind, and Carrier may require of Shipper evidence satisfactory to Carrier of Shipper's perfect and unencumbered title or indemnity bond satisfactory to Carrier to [W] protect Carrier. By nominating Petroleum a prospective Shipper warrants and guarantees that it has good title thereto and agrees to hold Carrier harmless from any and all loss, cost, liability, damage or expense resulting from disputes, encumbrances or failure of title thereto; provided, however, that acceptance for transportation shall not be deemed a representation by Carrier as to title.

6. **Gauging, Testing and Volume Corrections.** - Petroleum shipped hereunder shall be measured and tested by representatives of Carrier or by automatic equipment approved by Carrier. Quantities will be determined from correctly compiled tank tables or by Carrier-approved automatic equipment and adjusted to the temperature of sixty degrees (60°) Fahrenheit. Deductions will be made for the actual amount of suspended basic sediment, water, and other impurities as ascertained from tests in accordance with accepted API and ASTM practices.

7. **Receipt into Pipeline and Delivery to Vessels at Valdez.** - (a) Petroleum will be accepted for transportation only when Shipper has provided evidence satisfactory to Carrier that Shipper has arranged for the timely receipt of such Petroleum into one or more marine vessels at the Valdez Terminal.



(b) No Shipper may take delivery out of the Pipeline of a Volume of Petroleum in excess of the Volume of Petroleum being held by Carrier for such Shipper's account in Carrier's working storage at the Valdez Terminal except that, if operating conditions allow, Carrier may in its discretion permit Shipper, after having taken delivery of the Volume of Petroleum being held for its account by Carrier in Carrier's working storage at the Valdez Terminal, to take delivery of a Volume of Petroleum equal to the Volume of Petroleum being held by Carrier for Shipper's account elsewhere in Pipeline.

(c) No later than eight Days prior to the Week that Shipper expects to commence lifting Petroleum and Weekly after such first notice, Shipper will advise Carrier in writing of the schedule of vessels Shipper expects to call at the Valdez Terminal to lift Shipper's Petroleum during the ensuing four Week period. Such notice shall specify for each vessel scheduled during the first week of such four Week period and to the extent possible for the last three Weeks the Volume of Petroleum to be lifted, its name, size, place of registry, Scheduled Arrival Day and such other information as required by the Port Information Manual, an up-to-date copy of which shall be furnished to Shipper by Carrier.

(d) All vessels scheduled by Shipper must comply with the provisions of the Port Information Manual, as from time to time amended.

(e) The arrivals and liftings of Shipper's vessels at the Valdez Terminal will be coordinated with those of other vessels receiving Petroleum for other shippers through TAPS, and Carrier and Shipper shall agree prior to the start of a four Week period upon a Scheduled Arrival Day at Valdez for each vessel. Once this Scheduled Arrival Day is established, it will remain in force unless amended in accordance with the following paragraph.

(f) Requests by Shipper for revisions to the lifting schedule, apart from those included in the weekly notices, will be considered by Carrier taking into account the effect of such revision on the overall lifting schedule, the ability of any substitute vessel to conform to the vessel specifications in the Port Information Manual, the current tank levels in the Valdez Terminal and the amount of time between the notice and the vessel's Scheduled Arrival Day. The granting or denying of Shipper's request shall be within the sole discretion of Carrier.

**8. Use of the Valdez Terminal by Shipper.** - (a) Vessels shall be assigned dock space by Operator in the order of Actual Arrival Time. Provided, however, that (1) adequate and appropriate inventories designated for lifting by such vessel have been established, and (2) if in the Operator's prudent judgment such prioritization will optimize System deliveries. Each vessel shall dock when and as instructed by Operator. If any vessel is unable to dock when instructed, Operator shall dock the next vessel waiting to be docked based on the order of dock assignment until the vessel that was unable to dock is able to dock. After a vessel has been docked, it shall be allowed twenty-four (24) hours, if the vessel is of two hundred twenty-five thousand (225,000) dead weight tons or less, or thirty (30) hours, if the vessel is of greater than two hundred twenty-five thousand (225,000) dead weight tons, from the time that Operator gives notice of readiness to commence either loading or deballasting within which to complete its lifting and to release its last line from a mooring point at the dock. If any vessel fails to release its last mooring line before a specified departure time contained in a notice from Operator (which specified departure time shall not be earlier than the end of such twenty-four (24) hour or thirty (30) hour period, nor earlier than four (4) hours after Operator transmits such notice to the vessel), Shipper scheduling such vessel shall thereafter pay demurrage of two thousand dollars (\$2,000) for each hour or part thereof such vessel remains at the dock, while such dock is required to load another vessel which has established an Actual Arrival Time. Any delay due to any act or omission of Operator, or a local event or condition of general application (except mechanical equipment malfunction on the vessel) not within the control of Operator, Shipper scheduling the vessel or any other person responsible for the operation or control of such vessel which act, event or condition prevents the vessel from vacating the dock shall be added to time until such vessel is required to vacate the dock.

(b) Shipper will be allotted in any Week a portion of Carrier's working capacity at the Valdez Terminal equal to Shipper's percentage share of all Petroleum shipments received into Pipeline during the previous Week. If, at the beginning of any Day, total Valdez Terminal working inventory equals or exceeds seventy-five percent (75%) of total Valdez Terminal working capacity and Shipper's working inventory at the Valdez Terminal is in excess of its allotted percentage of Carrier's working capacity at the Valdez Terminal, such Shipper shall be charged demurrage of twenty cents (20¢) per day per Barrel for each excess Barrel of Petroleum in such working inventory. In calculating the demurrage due

under this paragraph (b), the number of excess Barrels at the beginning of any Day shall be reduced by the number of Barrels scheduled to be lifted by a vessel which has established an Actual Arrival Time at the beginning of any Day the demurrage is applied but is unable to dock because the passage through Prince William Sound or Valdez Arm is closed to shipping due to an event or condition not within the control of Shipper, and the number of Barrels scheduled to be lifted by a vessel which has docked but is unable to lift at the beginning of any Day due to any act or omission of Operator or due to any local event or condition of general application not within the control of Operator, Shipper scheduling such vessel or any person responsible for the operation or control of such vessel which does or would prevent all vessels from loading

**10. Additional Charges to be Incurred by Shipper.** - (a) Carrier shall have no responsibility for costs or expenses incurred by or related to Shipper's vessels, including without limitation, port dues, tug charges, pilotage expenses and any demurrage charges assessed by the owner of any vessel scheduled by Shipper, which is delayed at the Valdez Terminal or elsewhere, irrespective of the cause of the delay. No vessel owner or Shipper will have any claim on Carrier for such costs, expenses or charges.

(b) A fee of five cents (5¢) shall be charged to Shipper for each Barrel of Petroleum loaded on a vessel at the Valdez Terminal for shipment to a port under the jurisdiction of the United States. Said fees shall be collected by Carrier and remitted to the Trans Alaska Pipeline Liability Fund as established under the laws of the United States. Said collections shall cease when the aggregate accumulations in said Fund reach \$100,000,000 and shall resume again when the amount of the Fund falls below \$100,000,000, unless otherwise provided by the laws of the United States.

**11. Payment of Transportation and Other Charges.** - Shipper shall pay all applicable transportation and other charges accruing on Petroleum delivered to and accepted by Carrier for shipment, and if required, shall pay or furnish guaranty of payment of same to Carrier before acceptance of shipment. Carrier shall have a lien on all Petroleum delivered for transportation to secure the payment of any and all unpaid transportation and other charges that are due to Carrier by Shipper, and may withhold such Petroleum from delivery until all unpaid charges have been paid. If such charges remain unpaid ten (10) days after the date of Carrier's invoice such amounts shall, from the date of delivery until paid, bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest as of the date of delivery charged by the Citibank N.A. of New York, New York, on ninety (90) day loans to substantial and responsible commercial borrowers. If such charges remain unpaid five (5) days after notice and demand therefor, or even in the absence of unpaid charges when there shall be a failure to take Petroleum within three (3) days after the scheduled lifting or delivery date, Carrier shall have the right, through an agent, to sell such Petroleum at public auction, on any day not a legal holiday, and not less than forty-eight (48) hours after a notice stating the time and place of such sale and the quantity, general description, and location of Petroleum to be sold has been published in a daily newspaper of general circulation in the town or city where the sale is to be held, and notice has been sent to Shipper. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation, demurrage, other lawful charges and all expenses incident to the sale. The balance from said sale shall be held for whomsoever may be lawfully entitled thereto.

**12. Application of Rates and Charges.** - Only Petroleum for movement in interstate or foreign commerce will be accepted for transportation under this tariff. Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Petroleum by Carrier from Shipper. Transportation and all other lawful charges will be collected on the basis of the quantities of Petroleum delivered by Carrier to Shipper or its consignee.

**13. Application of Rates From and To Intermediate Points.** - For a shipment accepted for transportation from any point on Pipeline not named in this tariff and intermediate to a point from which rates are published through such unnamed point, Carrier will apply from such unnamed point the rate published from the next more distant point specified in the tariff. For a shipment accepted for transportation to any point on Pipeline not named in this tariff and intermediate to a point to which rates are published, Carrier will apply to such unnamed point the rate published to the next more distant point specified in the tariff.

[W] 14. **Nominating, Scheduling and Proration Procedures.**

[W] (a) **General Requirements for Nominations.**

[W] 1. Carrier will receive Nominations at any time and consider them for acceptance if they conform in full to the terms of this tariff. Each Nomination shall show the daily Volume the prospective Shipper desires to ship during the period for which the Nomination applies.

[W] 2. Since Carrier's actual pipeline capacity may occasionally vary from Carrier's estimated pipeline capacity, prospective Shippers are expected, when possible, to submit Nominations that, in such circumstances, will vary in the same percentage by which Carrier's actual pipeline capacity varies from its estimated pipeline capacity. This will permit Carrier's actual pipeline capacity to be fully utilized each Day so long as prospective Shippers have enough Petroleum available for shipment to fill Carrier's pipeline capacity and will enable each prospective Shipper to fully utilize its share of Carrier's actual pipeline capacity.

[N] 3. In order that estimated capacity may be prorated among all prospective Shippers without undue discrimination, prospective Shippers shall submit valid and realistic Nominations that exceed neither the Volume of Petroleum expected to be available for shipment nor Carrier's estimated pipeline capacity. Carrier reserves the right to require affidavits or to take such other actions as it deems necessary to ascertain that Nominations do not exceed the Volume of Petroleum that will actually be available at the point of origin.

[N] 4. If any prospective Shipper fails to use the capacity allocated to it, or withdraws all or a portion of Volumes previously accepted, Carrier shall have the right to reduce such prospective Shipper's allocation of capacity during future Months by such amount not used or such amount withdrawn.

[N] 5. A prospective Shipper shall not nominate the same Barrels of Petroleum to Carrier and to another carrier. If, as of the Pipeline Scheduling Deadline, Operator determines that Carrier has accepted Barrels that another carrier has also accepted for the coming Month, Carrier will reduce such prospective Shipper's Nomination to Carrier by the number of Barrels that Carrier accepted that were also accepted by another carrier. Carrier will notify such prospective Shipper of such reduction.

[N] 6. No party shall deliver to TAPS Petroleum that has not been nominated to and accepted by Carrier or another carrier. If, as of the Pipeline Scheduling Deadline, there is Petroleum scheduled to be delivered to TAPS in the coming Month that has not been nominated to and accepted by Carrier or another carrier, Operator will notify the owner of such Petroleum at least one Operator Business Day before the deadline for nominating such Petroleum to Carrier or another carrier. If, notwithstanding Operator's notice, the Petroleum is not nominated, but is delivered to TAPS, such Petroleum shall be deemed to be the property of Carrier and the other carriers.

[W] (b) **Receipt of Nominations and Scheduling of Capacity.**

[W] 1. Carrier must receive Initial Nominations by 2400 hours on the tenth Day of each Month. On the first Operator Business Day following the tenth Day of each Month, Carrier will review Initial Nominations for acceptance.

[W] 2. Nominations received after the deadline referred to in paragraph (b)1 of this Item will be considered only if Carrier has unscheduled capacity available during that Month. If Carrier has unscheduled capacity remaining as of the first Operator Business Day following the tenth Day of the Month, Carrier will notify prospective Shippers of the Volume of such unscheduled capacity. Prospective Shippers shall have until 1200 hours on the first Operator Business Day following the Day Carrier gives notice of such unscheduled capacity to submit a Supplemental Nomination for the unscheduled capacity. If any unscheduled capacity remains after the receipt of Supplemental Nominations, it will be allocated on a first-come, first-served basis, until all actual pipeline capacity is fully scheduled.

[N] 3. Carrier will accept a Revised Nomination that increases the number of Barrels a prospective Shipper nominates to Carrier only after Operator determines that the additional Barrels are not nominated to another carrier. Carrier will accept a Revised Nomination that decreases the number of Barrels a prospective Shipper nominates to Carrier only after Operator determines that the Barrels Shipper proposes not to tender to Carrier are properly nominated to another carrier.

[N] 4. A Revised Nomination will be effective at 0000 hours on the latter of (a) the Day the prospective Shipper proposes in its Revised Nomination and (b) a Day that begins after four Operator Business Days have elapsed since the Carrier accepted the Revised Nomination.

5. Time specified in this tariff shall be determined according to Valdez, Alaska, local time.

(c) Proration of Estimated or Unscheduled Capacity.

[W] In each Month for which the total Volume of all Initial Nominations exceeds Carrier's capacity in TAPS, each prospective Shipper will initially be allocated a share of Carrier's estimated capacity, subject to adjustment upward or downward when actual pipeline capacity is determined in the same percentage by which actual pipeline capacity varies from previously estimated pipeline capacity. Such initial share of each prospective Shipper will be determined by multiplying Carrier's estimated capacity by a fraction, the numerator of which is the total Volume of that prospective Shipper's Initial Nominations and the denominator of which is the total Volume of all prospective Shippers' Initial Nominations. If Supplemental Nominations for unscheduled capacity exceed the Volume of such unscheduled capacity, such unscheduled capacity will be prorated among prospective Shippers that submitted Supplemental Nominations in the proportion that each prospective Shipper's Supplemental Nominations bears to the total Volume of all prospective Shippers' Supplemental Nominations. Carrier will not recognize for proration purposes:

[W] 1. the Volume of any Initial Nomination that exceeds Carrier's estimated pipeline capacity in TAPS or in any portion of TAPS to be utilized in handling the Volumes nominated,

[N] 2. the Volume of any Supplemental Nomination that exceeds Carrier's unscheduled capacity; or

[N] 3. the Volume of any Nomination that Carrier is unable to validate in accordance with paragraph (a)3 of this Item.

[W] (d) Documentation of Nominations.

[W] 1. Nominations will be received by facsimile, or other written means of communication approved by Carrier, and considered based on time of receipt.

[W] 2. Carrier will advise each prospective Shipper of the Volume of Petroleum nominated by that Shipper that Carrier expects to be able to accept for transportation each Day during the scheduled period.

[C] (e) Validation of Tenders. [Note: The text of this paragraph has been moved and renumbered as paragraph (a)3.]

[W] (e) Carrier's Representative.

[W] Nominations should be directed to the following:

U.S. Mail  
Amerada Hess Pipeline Corporation  
P. O. Box 2040  
Houston, Texas 77252-2040  
Attn: T.D. Kurtz  
Phone: 713-609-4962  
Facsimile: 713-609-4966

Requests for information should be directed to the following:

Albert S. Tabor, Jr.  
2300 First City Tower  
1001 Fannin Street  
Houston, Texas 77002-6760  
713-758-2620

15. **Liability of Carrier.** - (a) Carrier shall not be liable for any loss of Petroleum, damage thereto or delay caused by an act of God, riot, war, sabotage, strike, the authority of law, or an act or default of Shipper, or from any other cause, whether enumerated herein or not, except Carrier's own negligence. Any loss not due to Carrier's negligence in excess of 4000 Barrels from the working storage tanks at the Valdez Terminal due to a single identifiable event, to the extent experienced by Carrier, will be allocated to Shippers in the proportion that each Shipper's Petroleum then in custody of Carrier in such working storage tanks bears to all Shippers' Petroleum in the custody of Carrier in such working storage tanks at the beginning of the Day the loss occurs. Any other loss not due to Carrier's negligence experienced by Carrier will be allocated among the Shippers in the proportion that the total Barrels delivered by Carrier from TAPS for each Shipper bears to the total number of Barrels delivered by Carrier from TAPS for all Shippers during the calendar month the loss occurs. Only such portion of a Shipper's Petroleum as may remain after deduction of its allocated part of such net losses shall be deliverable from the Pipeline. Deductions for such losses will initially be made on the basis of estimates and adjusted to actual at the end of each calendar month.

(b) Losses normally incident to transportation via pipeline due to the inherent nature of Petroleum and topping plant extractions of fuel requirements for pumping stations shall be borne by the shippers and shall be allocated to each Shipper in the proportion that the total 100 Barrel-mile deliveries for each Shipper's account bears to the total of all 100 Barrel-mile deliveries.

16. **Claims, Suits, and Time For Filing.** - As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of Petroleum, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against Carrier within two (2) years from the time when the Carrier delivers or [W] nominates delivery of Petroleum, or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

17. **Duty of Carrier.** - Carrier shall not be required to transport and/or deliver Petroleum except with reasonable diligence, considering the quantity of Petroleum, the distance of transportation, the safety of operation and other material factors.

18. **Quality Adjustments.** - Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each Month

as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all shippers in TAPS by collecting funds from those shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed pro rata to shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.

(a) Methodology.

Shipper authorizes Carrier or its designee to compute adjustments among all shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedures set out in this Item.

The procedures for making Quality Bank calculations and determining Quality Bank adjustments among shippers are specified in detail in this Item, as supplemented by the TAPS Quality Bank Methodology set forth in Carrier's Tariff F.E.R.C. No. 33, supplements thereto, and successive issues thereof, which are incorporated herein by reference.

As prescribed in the TAPS Quality Bank Methodology, at the close of each Month Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:

1. Pump Station No. 1 Adjustment - An adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:

(i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.

(ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during that Month.

(iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

(iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

2. Connection Adjustment - An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:

(i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.

(ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month.

(iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.

(iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.

3. Valdez Terminal Gravity Adjustment - An adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:

(i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

(ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value Per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

[D] (iii) The Gravity Differential Value Per Barrel is established at \$0.0128 for each one-tenth degree API Gravity (0.1° API).

(b) Transition Period.

There will be a transition period between December 1, 1993 and the date that Carrier is prepared to implement the new methodology specified in the TAPS Quality Bank Methodology. There will therefore be an adjustment for such transition period. The method for accomplishing this adjustment is set forth in Section II of the TAPS Quality Bank Methodology, which is incorporated herein by reference.

(c) General Provisions.

In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among shippers under this Item.

In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all shippers who made such payments.

All payments due from Shipper under this Item shall be made by Shipper within 20 Days of receipt of each accounting and, for any delay in payment beyond such 20 Day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting.

If Shipper fails to make payment due hereunder within 30 Days of issuance of each accounting, Carrier shall have the right to sell at public auction either directly or through an agent at any time after such 30 Day period any Petroleum of Shipper in its custody. Such auction may be held on any Day, except a legal holiday, and not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all payments due and expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Carrier and its designee are authorized by Shipper to receive through measurement, connecting carriers or otherwise all information and data necessary to make the computations under this Item. Shipper will furnish Carrier or its designated Quality Bank Administrator, and consents to Carrier or its designated Quality Bank Administrator acquiring from other carriers or other persons, any additional information and data necessary to make the computations under this Item. Shipper also consents to Carrier or its agents disclosing to the designated Quality Bank Administrator all information and data necessary to make the computations under this Item.

The name and address of Carrier's designated Quality Bank Administrator will be made available upon written request to Carrier.

Adjustment payments and administrative costs in this Item are not a part of Carrier's transportation tariff rates, and such shall not be an offset or other claim by Shipper against sums due Carrier for transportation or other charges, costs, or fees due or collected under Carrier's tariffs.

**19. In-Transit Shipments.** - Petroleum transported through Pipeline from any origin point may be withdrawn from Pipeline by Shipper at any established delivery point with the privilege of subsequently reforwarding all or a portion of a like volume through Pipeline to Valdez, Alaska, provided:

1. The applicable rate from the initial point of origin of the shipment to Valdez, Alaska, shall be paid as required under Item No. 11.
2. Petroleum is redelivered to Carrier at the point of withdrawal within a period thirty (30) days from the date of withdrawal for further transportation to Valdez, Alaska at a delivery rate no greater than the average daily rate of withdrawal of Petroleum by Shipper at such withdrawal point during such thirty (30) day period.
3. Custody and possession of Petroleum upon withdrawal shall be that of Shipper, not of Carrier.
4. Shippers availing themselves of these withdrawal and reforwarding privileges must keep complete and accurate records and permit inspection of such records by an authorized agent of Carrier or its representative as is necessary for the efficient supervision of such traffic.

**20. Legality of Shipments.** - Carrier reserves the right to reject any and all Petroleum offered for shipment when Shipper or consignee fails or is unwilling or unable to comply with all applicable laws, rules, regulations or requirements of any governmental authorities regulating shipments or deliveries of Petroleum, or fails to demonstrate to Carrier's satisfaction that the shipment would be in accordance with the provisions of Carrier's tariff.



21. **Inhibitors.** - Carrier reserves the right to inject and to approve or reject the injection of corrosion inhibitors, viscosity or pour point suppressants or other such additives in Petroleum to be transported.

22. **Petroleum Fill Requirements.** - Carrier will require Shipper to supply its pro rata share of Petroleum to fill the Pipeline excluding the capacity of all operational tanks at Valdez Terminal above the top of the suction/fill tank nozzle.

23. **Origin Facilities.** - Carrier will provide only such facilities at any origin point as it deems necessary for the operation of the Pipeline. Shipments will be accepted for transportation hereunder only when Shipper has provided facilities satisfactory to Carrier capable of delivering Petroleum into such origin point at pressures and pumping rates required by Carrier.

24. **Destination Facilities.** - Only tankage required for the handling of Petroleum at the Valdez Terminal pending loading on vessels will be provided by Carrier. Petroleum accepted for transportation to destinations other than for loading on vessels at the Valdez Terminal will be delivered only into pipelines, tanks or other facilities which are provided or arranged for by Shipper. Carrier will determine and advise Shipper of the size and capacity of pipelines, tanks or other facilities to be provided at a point of delivery other than the Valdez Terminal to meet the operating conditions of the Pipeline at such point. If Shipper, any consignee or a connecting carrier is not able for any reason to receive Petroleum from Carrier at any such destination at the time when Carrier has scheduled a delivery, then Carrier shall have the right, at Shipper's expense, to transport such Petroleum to the Valdez Terminal. If Shipper of any such Petroleum is unable to accept delivery of any such Petroleum at the Valdez Terminal within seven (7) days, Carrier shall have the right to sell such Petroleum in accordance with the procedure contained in Item 11.

25. **Evidence of Receipts and Deliveries.** - Petroleum received from or delivered to Shipper or any consignee shall, in each instance, be documented by tickets showing volumes, temperature, basic sediment and water, and any other data essential to the determination of quantity and quality. Unless waived, such tickets shall be jointly signed by representatives of Carrier and Shipper or any consignee, as appropriate, and shall be conclusive evidence of the Petroleum received or of the Petroleum delivered, as the case may be. Failure of Shipper or any consignee to have a representative present shall constitute a waiver and Shipper shall be bound by the information and data on such tickets.

26. **Connections.** - Connections to TAPS will be allowed, in accordance with the Interstate Commerce Act and Title 18 of the Code of Federal Regulations applicable to common carrier pipeline companies and requirements in the instruments granting the right of way for the Trans Alaska Pipeline System, for the purpose of transporting Petroleum through TAPS. All connectors must comply with the Trans Alaska Pipeline System Connection guidelines. A copy of such Guidelines will be available on request to Carrier.

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#### Explanation of Symbols

|     |                        |
|-----|------------------------|
| [D] | Decrease               |
| [N] | New                    |
| [W] | Change in wording only |
| [C] | Cancel                 |

## Quality Bank Tariff Materials

Supplement No. 1 to F.E.R.C. No. 52 (Amerada)  
Supplement No. 1 to F.E.R.C. No. 23 (BP)  
Supplement No. 1 to F.E.R.C. No. 69 (ExxonMobil)  
Supplement No. 1 to F.E.R.C. No. 47 (Phillips)  
Supplement No. 1 to F.E.R.C. No. 4 (Phillips Transportation)  
Supplement No. 1 to F.E.R.C. No. 206 (Unocal)  
Supplement No. 1 to F.E.R.C. No. 4 (Williams)

**AMERADA HESS PIPELINE CORPORATION (AMERADA)  
BP PIPELINES (ALASKA) INC. (BP)  
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)  
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)  
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)  
UNOCAL PIPELINE COMPANY (UNOCAL)  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

**LOCAL PIPELINE TARIFF**

CONTAINING THE TAPS  
QUALITY BANK METHODOLOGY

**GENERAL APPLICATION**

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

**SPECIAL PERMISSION REQUESTED**

Issued on nine days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

**NOTICES**

[W]

The decreases noted in Attachment 2A are made to comply with this Commission's Order Adopting Contested Settlement in Docket No. OR89-2-007, *et al.*, *Trans Alaska Pipeline System*, 81 F.E.R.C. ¶ 61,319 (1997), and the Alaska Public Utilities Commission's Order Adopting Federal Energy Regulatory Commission Order Approving Contested Settlement in Docket Nos. P-89-1, *et al.*, *In re Formal Complaint of Tesoro Alaska Petroleum Co.*, Order P-89-1(87) (1998).

For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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EFFECTIVE FEBRUARY 1, 2001

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ISSUED BY

Donald C. Lutken, Jr., President  
AMERADA HESS PIPELINE CORPORATION  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

R. A. Rabinow, President  
EXXONMOBIL PIPELINE COMPANY  
P. O. Box 2220  
Houston, Texas 77252-2220

Edward R. Hendrickson, Vice President and  
Controller  
PHILLIPS TRANSPORTATION ALASKA, INC.  
700 G Street, ATO-920  
Anchorage, Alaska 99501

Tina R. Granger, Manager, Pipeline Tariffs  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.  
1800 S. Baltimore Avenue  
Tulsa, Oklahoma 74119

[W] Albert N. Bolea, President  
BP PIPELINES (ALASKA) INC.  
900 East Benson Boulevard  
P. O. Box 190848  
Anchorage, Alaska 99519-0848

E. W. Heaton, Vice President and Controller  
PHILLIPS ALASKA PIPELINE CORPORATION  
P.O. Box 1967  
Houston, Texas 77251-1967

Christopher W. Keene, Vice President  
UNOCAL PIPELINE COMPANY  
14141 Southwest Freeway  
Sugar Land, Texas 77478

COMPILED BY  
John E. Kennedy  
1001 Fannin Street  
Houston, TX 77002-6760  
(713) 758-2550

Attachment 2A cancels Attachment 2

**ATTACHMENT 2A**

**COMPONENT UNIT VALUE PRICING BASIS**

**PROPANE (C<sub>3</sub>)**

|   |   |
|---|---|
| United States Gulf Coast                        | United States West Coast                                      |
| Platt's Mt. Belvieu, TX spot quote for Propane. | OPIS's (weekly) Los Angeles delivered spot quote for Propane. |

**ISOBUTANE (iC<sub>4</sub>)**

|   |   |
|---|---|
| United States Gulf Coast                          | United States West Coast  |
| Platt's Mt. Belvieu, TX spot quote for Isobutane. | OPIS's (weekly) Los Angeles delivered spot quote for Isobutane. |

**NORMAL BUTANE (nC<sub>4</sub>)**

|   |   |
|---|---|
| United States Gulf Coast                              | United States West Coast  |
| Platt's Mt. Belvieu, TX spot quote for Normal Butane. | OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane. |

**LIGHT STRAIGHT RUN (C<sub>5</sub> - 175° F)**

|   |  |
|---|--|
| United States Gulf Coast                                  | United States West Coast   |
| Platt's Mt. Belvieu, TX spot quote for Natural Non-Dyney. | OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline. |

**NAPHTHA (175° - 350° F)**

|  |  |
|--|--|
| United States Gulf Coast                                   | United States West Coast                                   |
| Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha. | Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha. |

**LIGHT DISTILLATE (350° - 450°F)****[D]**

| United States Gulf Coast  | United States West Coast   |
|---|--|
| Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.5283 cents per gallon. | Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.5283 cents per gallon. |

**[D]****HEAVY DISTILLATE (450° - 650°F)****[D]**

| United States Gulf Coast  | United States West Coast   |
|---|--|
| Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 2.1126 cents per gallon. | Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon. |

**GAS OIL (650° - 1050°F)**

| United States Gulf Coast                                     | United States West Coast                                     |
|--|--|
| OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO. | OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO. |

**RESID (1050°F and Over)****[D]**

| United States Gulf Coast   | United States West Coast   |
|--|--|
| Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.7534 cents per gallon. | Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.7534 cents per gallon. |

**[D]**Explanation of symbols:**[D]** Decrease**[W]** Change in wording only

F.E.R.C. No. 52 (Amerada)  
(Cancels F.E.R.C. No. 51)  
F.E.R.C. No. 23 (BP)  
(Cancels F.E.R.C. No. 22)  
F.E.R.C. No. 69 (ExxonMobil)  
(Cancels F.E.R.C. No. 7)  
F.E.R.C. No. 47 (Phillips)  
(Cancels F.E.R.C. No. 45)  
F.E.R.C. No. 4 (Phillips Transportation)  
(Cancels F.E.R.C. No. 19 ARCO Transportation Alaska, Inc. series)  
F.E.R.C. No. 206 (Unocal)  
(Cancels F.E.R.C. No. 190)  
F.E.R.C. No. 4 (Williams)  
(Cancels F.E.R.C. No. 30 Mobil Alaska Pipeline Company series)

**AMERADA HESS PIPELINE CORPORATION (AMERADA)**  
**BP PIPELINES (ALASKA) INC. (BP)**  
**EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)**  
**PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)**  
**PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)**  
**UNOCAL PIPELINE COMPANY (UNOCAL)**  
**WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

## **LOCAL PIPELINE TARIFF**

**CONTAINING THE TAPS  
QUALITY BANK METHODOLOGY**

## **GENERAL APPLICATION**

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

## **SPECIAL PERMISSION REQUESTED**

Issued on less than one day's notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

## **NOTICES**

[W] This tariff is issued in part to comply with orders issued by the Regulatory Commission of Alaska ("RCA"), *In re Joint Application of Atlantic Richfield Co. and Phillips Petroleum Co.*, P-00-12(1) (July 26, 2000); *In re Application for Transfer of Certificate*, P-00-08(1) (June 20, 2000).

[W] For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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EFFECTIVE SEPTEMBER 1, 2000

---

---

---

ISSUED BY

Donald C. Lutken, Jr., President  
AMERADA HESS PIPELINE CORPORATION  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

R. A. Rabinow, President  
EXXONMOBIL PIPELINE COMPANY  
P. O. Box 2220  
Houston, Texas 77252-2220

[W] Edward R. Hendrickson, Vice President and  
Controller  
PHILLIPS TRANSPORTATION ALASKA, INC.  
700 G Street, ATO-920  
Anchorage, Alaska 99501

[W] Tina R. Granger, Manager, Pipeline Tariffs  
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C.  
1800 S. Baltimore Avenue  
Tulsa, Oklahoma 74119

Anne Drinkwater, President  
BP PIPELINES (ALASKA) INC.  
900 East Benson Boulevard  
P. O. Box 190848  
Anchorage, Alaska 99519-0848

[W] E. W. Heaton, Vice President and Controller  
PHILLIPS ALASKA PIPELINE CORPORATION  
P.O. Box 1967  
Houston, Texas 77251-1967

Christopher W. Keene, Vice President  
UNOCAL PIPELINE COMPANY  
14141 Southwest Freeway  
Sugar Land, Texas 77478

COMPILED BY  
John E. Kennedy  
1001 Fannin Street  
Houston, TX 77002-6760  
(713) 758-2550



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ATTACHMENT 5 - Quality Bank Calculation Example

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## TAPS QUALITY BANK METHODOLOGY

### I. GENERAL PROVISIONS

#### A. Quality Bank Administrator

The TAPS Quality Bank shall be administered by the Quality Bank Administrator, who shall be appointed by the TAPS Carriers, and by those designated by the Quality Bank Administrator to assist the Administrator (hereinafter collectively referred to as the "Quality Bank Administrator").

#### B. Information Furnished to the State of Alaska

The Quality Bank Administrator shall furnish to the State of Alaska ("State") each month copies of the invoices for Quality Bank adjustments and supporting data sent to each shipper. Such information is furnished to the State based upon the State's representation that it will hold such information in confidence and that such information will be used only by officers or agents of the State in the exercise of the officers' or agents' powers.

### II. QUALITY BANK MONETARY ADJUSTMENTS ATTRIBUTABLE TO SHIPMENTS DURING THE TRANSITION PERIOD. This Section is cancelled.

### III. QUALITY BANK PROCEDURES

#### A. Overview

A distillation-based methodology shall be implemented at all Trans Alaska Pipeline System ("TAPS") Quality Banks (other than the TAPS Valdez Marine Terminal Quality Bank).

This methodology for calculation of the TAPS Quality Bank debits and credits is based on valuations of petroleum components. This methodology shall apply to the specific petroleum (as defined in the tariffs) streams identified in Sections III.B, III.C. and III.D. and also shall be applied to any streams tendered to TAPS through a new connection. The Quality Bank value of each petroleum stream shall be the volume-weighted sum of the Quality Bank values of its components. The characteristics and volumes of components for each separate petroleum stream are based on assay information obtained using a defined set of testing procedures as set forth in Section III.F. Quality Bank credits and debits are determined by comparing the Quality Bank value of each petroleum stream to the appropriate calculated TAPS "reference" stream Quality Bank value.

#### B. Quality Bank Streams at Pump Station No. 1 Quality Bank

1. The TAPS Pump Station No. 1 Quality Bank assesses the following four streams: (1) PBU IPA;<sup>1</sup> (2) Lisburne; (3) Endicott Pipeline; and (4) Kuparuk Pipeline.

2. The Pump Station No. 1 Quality Bank reference stream is the blended common stream leaving Pump Station No. 1. The reference stream Quality Bank value is calculated using the volume weighted average of the four Quality Bank streams identified above plus any streams tendered to TAPS through a new Pump Station No. 1 connection.

#### C. Quality Bank Streams at GVEA Quality Bank

1. The GVEA Quality Bank streams are the combined [W] Williams and Petro Star refinery return stream delivered to TAPS by the GVEA Pipeline and the passing TAPS common stream at the GVEA offtake point, both of which are measured at the GVEA connection.

---

<sup>1</sup> PBU IPA is the abbreviation for the Prudhoe Bay Unit Initial Participating Areas.

2. The GVEA Quality Bank reference stream is the blended TAPS stream immediately downstream from the GVEA return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the GVEA Quality Bank streams identified above.

**D. Quality Bank Streams at Petro Star Valdez Refinery Connection Quality Bank**

1. The TAPS Petro Star Valdez Refinery ("PSVR") Connection Quality Bank streams are the refinery return stream delivered to TAPS by Petro Star and the passing TAPS common stream at the PSVR offtake point.

2. The Petro Star Valdez Quality Bank reference stream is the blended TAPS stream immediately downstream from the Petro Star return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the two PSVR Quality Bank streams identified above.

**E. Methodology for Valdez Tanker Load Out Quality Bank**

1. A gravity-based Quality Bank methodology shall be used to determine the TAPS Quality Bank adjustments for volumes loaded out of the TAPS Marine Terminal at Valdez, Alaska.

2. The daily average six month gravity differentials posted for November 1 - April 30 and May 1 - October 31 for California and West Texas Sour crude oils, applicable to the range(s) of gravity which includes the average API gravity of the TAPS commingled stream at Valdez (sometimes referred to as "ANS"), shall be determined. The postings of the following companies shall be used for West Texas Sour crude oils: Amoco Production Company, Chevron Products Company, [W] Exxon Mobil Corporation, and [W] Equiva Trading Company. The postings of the following companies shall be used for California crude oils: [W] Equiva Trading Company, [W] Exxon Mobil Oil Corporation, Union 76 (Tosco Refining Company) and Chevron Products Company. In the event that any of the aforementioned companies is merged or acquired by other companies, sells assets or reorganizes, the postings of any successor companies shall be utilized. As long as at least two companies' gravity differentials are posted in each region (West Texas and California), the postings shall be averaged to determine the gravity differentials for that region.

3. The aforementioned six month average gravity differentials for the specified companies in each region shall be used to derive a simple average West Texas Sour differential and a simple average California differential.

4. The average West Texas Sour differential and the average California differential shall then be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively, which percentages shall be determined by averaging for the most recent six-month period for which data are available the percentage distributed to each region as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency). Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

5. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the weighting of the average differentials shall be adjusted to reflect the percentage of ANS actually distributed to such regions both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions, provided, however, that any shipper may protest such determination by filing a complaint with the Quality Bank Administrator and thereafter filing an appropriate pleading with the FERC and [W] RCA if the complaint is not otherwise resolved.

6. The quality adjustment shall be reviewed each November and May, and shall be adjusted to the nearest hundredth of a cent per one-tenth degree API gravity per barrel whenever the amount of any change in the quality adjustment derived above is at least five (5) percent greater or five (5) percent less than the adjustment then in effect. The effective dates of any such adjustments shall be the following January 1 and July 1 respectively.

7. The quality differential in effect shall be applied to the difference in gravity (in API degrees @ 60° Fahrenheit) between the weighted average gravity of the petroleum delivered out of the Terminal during a calendar month and the weighted average gravity of petroleum received out of the Terminal by an individual shipper during such month.

**F. Methodology For Pump Station No. 1, GVEA Connection and PSVR Connection**

**1. Assay Methodology – Sampling Procedure**

Except as specified below, and except for the reference streams, each of the Quality Bank streams listed above (for Pump Station No. 1, GVEA, and PSVR Quality Banks) will be sampled by the Quality Bank Administrator using continuous monthly composite samplers on a flow rate dependent basis, and assays of these continuously collected samples shall be performed monthly by the Quality Bank Administrator.

**2. Assay Analysis Procedure**

a. Except as specified in paragraph b. below, the assays will include a true boiling point ("TBP") distillation and, as applicable, gas chromatograph analysis of each Quality Bank stream. Specifically, the TBP procedure will employ ASTM 2892 up to 650°F and ASTM 5236 for the 650 to 1050+°F range for the petroleum samples. The light ends (175°F minus) from the petroleum streams will be subject to a gas chromatograph analysis to determine the volumes of the propane ("C3"), Iso-butane ("iC4"), and normal butane ("nC4"), with the light straight run ("LSR") (sometimes referred to as natural gasoline) volume determined by difference between the total of the three components and the measured 175°F minus volume.

b. The specific gravities of C3, iC4, nC4 will be derived from GPA Standard 2145.

**3. Assay Data**

a. The following volume and quality data will be determined for each stream.

| <u>Component</u>      | <u>TBP<br/>Boiling<br/>Range °F</u> | <u>% Vol</u> | <u>Specific<br/>Gravity</u> |
|-----------------------|-------------------------------------|--------------|-----------------------------|
| Propane (C3)          |                                     | X            | X                           |
| I-Butane (iC4)        |                                     | X            | X                           |
| N-Butane (nC4)        |                                     | X            | X                           |
| LSR                   | C5-175                              | X            | X                           |
| Naphtha               | 175-350                             | X            | X                           |
| Light Distillate      | 350-450                             | X            | X                           |
| Heavy Distillate      | 450-650                             | X            | X                           |
| Gas Oil               | 650-1050                            | X            | X                           |
| Resid                 | 1050+                               | X            | X                           |
| Full Petroleum Stream |                                     |              | X                           |

b. The total volume must add to 100% and the total component weighted mass must be checked against the mass of the full petroleum stream. These weight balances must be the same within calculation and assay precision. If the assay fails this threshold test of validity, a second assay shall be performed on the sample. An example of assay data required is presented in Attachment 1. These data are the basis for all calculations in this Quality Bank methodology. The Quality Bank operates on a calendar month basis, with the continuous samples retrieved for analysis on the last day of each month.

c. The Quality Bank Administrator shall investigate the validity of a sample if each of the following two tests is met.

(i) If one or more of an individual stream's reported component percentages for a month varies by more than the ranges indicated in the following table as compared to the prior month's assay.

**Variation in % of Stream  
Relative to Prior Month**

**Component**

|                  |        |
|------------------|--------|
| Propane          | ± 0.1  |
| I-Butane         | ± 0.1  |
| N-Butane         | ± 0.25 |
| LSR              | ± 0.5  |
| Naphtha          | ± 1.0  |
| Light Distillate | ± 1.0  |
| Heavy Distillate | ± 1.0  |
| Gas Oil          | ± 1.5  |
| Resid            | ± 1.0  |

As an example, if a petroleum stream's heavy distillate volume percent is 23% for the prior month, a heavy distillate volume percent less than 22% or greater than 24% (exceeding the  $\pm 1\%$  range) shall cause the Quality Bank Administrator to check the second test.

(ii) The second test is whether the volume change in the specific component has resulted in a significant change in the stream's relative value when compared to the prior month's relative value using the prior month's prices. If the change results in a price movement of more than  $\pm 15\%$  per barrel, then the sample's validity must be investigated.

(iii) The Quality Bank Administrator shall ascertain from the tendering shipper(s) possible causes for the change in the stream's assay. The Quality Bank Administrator may have a second assay performed for the sample in question. The Quality Bank Administrator may decide that the first assay is valid, that the second assay is valid, or that the sample is invalid.

(iv) Should the Quality Bank Administrator determine that a sample is invalid, the last assay results accepted and used in the Quality Bank for the stream will be used instead of the invalid sample in the Quality Bank calculation.

**G. Component Unit Value Procedure**

1. Component unit values for the U.S. Gulf Coast and U.S. West Coast will be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively. The placement data as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency), will be updated twice a year (in November and May) based on the most recently available six month history of ANS placements. The effective dates of such updated weighting shall be the following January 1 and July 1 respectively. Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

2. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the price weighting shall be adjusted to reflect the percentage of ANS actually distributed to each region both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions.

3. The product prices used to calculate component unit values are taken from the Platt's Oilgram Price Report ("Platt's") and the Oil Pricing Information Service ("OPIS") as set forth in Attachment 2. Prices will be collected for each day markets are open and published prices are available (each "quote day"). The calculated monthly average price will be the average of each quote day mid-point price for the month. These resulting monthly average prices (adjusted as shown in Attachment 2) are used to calculate component unit values each month.

4. [W] In January of each year the adjustments to the prices for Light Distillate, Heavy Distillate, and Resid shall be revised in accordance with changes in the Nelson-Farrar Index (Operating Indexes Refinery) published in the Oil & Gas Journal, by multiplying the adjustments in effect for the previous year by the ratio of (a) the average of the monthly indexes that are then available for the most recent 12 consecutive months to (b) the average of the monthly indexes for the previous (i.e., one year earlier) 12 consecutive months.

5. a. In the event that one of the product prices listed in Attachment 2 is no longer quoted in one of the two markets (West Coast or Gulf Coast), the price quoted for the product in the remaining market shall be used to value the entire component.

b. If both of the product prices listed in Attachment 2 for a component are no longer quoted or if the specifications or other basis for the remaining quotation(s) is radically altered, the Quality Bank Administrator shall notify the FERC, the [W] RCA and all shippers of this fact and propose an appropriate replacement product price, with explanation and justification. Comments may be filed with the FERC and [W] RCA within thirty days of the filing by the Quality Bank Administrator. If the FERC and [W] RCA take no action within sixty days of the filing, the replacement product price proposed by the Quality Bank Administrator will become effective as of the sixtieth day. [W] For the period between the time that quotation of a product price is discontinued or the specifications or other basis for a quotation is radically altered and the time that the Commissions approve the use of a replacement product price, the Quality Bank Administrator shall use as the unit value of the component in question the unit value for the last month for which a product price was available for such component.

6. For any particular month of Quality Bank calculations, the pricing data for the month of shipment will be used (i.e., the prices are current with the volumes and assay data).

#### **H. Quality Bank Stream Component Calculation Procedure**

After all volume, quality, and pricing data are collected, the Quality Bank Administrator will establish quality differentials for each stream identified in Sections III.B., III.C., and III.D.

#### **I. Quality Bank Calculations Procedure**

The assay data and calculation procedures required by this Methodology are summarized in the Attachments. The Attachments are for reference purposes only and are not intended to predict the impact of this procedure on any specific petroleum stream or any specific company. In the event of a conflict between the provisions of this Methodology as set forth above and the Attachments, the provisions of this Methodology shall control.

ATTACHMENT 1: Yield Data for Example Streams  
 ATTACHMENT 2: Component Unit Value Pricing Basis  
 ATTACHMENT 3: Example Component Unit Values in \$/Bbl  
 ATTACHMENT 4: Example Stream Values in \$/Bbl  
 ATTACHMENT 5: Quality Bank Calculation Example

#### **J. Unanticipated Implementation Issues**

This Methodology is intended to contain a comprehensive treatment of the subject matter. However, unanticipated issues concerning implementation of this Methodology may arise. If so, the Quality Bank Administrator is authorized to resolve such issues in accordance with the best understanding of the intent of the FERC and [W] RCA that the Quality Bank Administrator can derive from their orders regarding the Quality Bank methodology. The Quality Bank Administrator's resolution of any such issue shall be final unless and until changed prospectively by orders of the FERC and [W] RCA.

Explanation of Symbols: [W] Change in wording only.

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**ATTACHMENT 1**  
**YIELD DATA FOR EXAMPLE STREAMS**

| COMPONENT                                  | DEFINITION          | STREAM A | STREAM B | STREAM C |
|--|---------------------|----------|----------|----------|
|  | BOILING RANGE ( °F) |          |          |          |
| PROPANE (C <sub>3</sub> )                  | ---                 | 0.15     | 0.00     | 0.10     |
| ISOBUTANE (iC <sub>4</sub> )               | ---                 | 0.10     | 0.02     | 0.40     |
| NORMAL BUTANE (nC <sub>4</sub> )           | ---                 | 0.50     | 0.10     | 2.00     |
| LSR  | C5-175              | 4.50     | 3.50     | 6.00     |
| NAPHTHA                                    | 175-350             | 13.50    | 11.00    | 5.50     |
| LIGHT DISTILLATE                           | 350-450             | 9.00     | 9.00     | 2.00     |
| HEAVY DISTILLATE                           | 450-650             | 21.00    | 22.00    | 16.00    |
| GAS OIL                                    | 650-1050            | 31.25    | 30.38    | 41.00    |
| RESID                                      | 1050+               | 20.00    | 24.00    | 27.00    |
| TOTAL                                      |                     | 100.00   | 100.00   | 100.00   |
| EXAMPLE VOLUME, Thousand Barrels per Month |                     | 34,000   | 9,000    | 2,500    |

## ATTACHMENT 2

### COMPONENT UNIT VALUE PRICING BASIS

#### PROPANE (C<sub>3</sub>)

|   |   |
|---|---|
| United States Gulf Coast                        | United States West Coast                                      |
| Platt's Mt. Belvieu, TX spot quote for Propane. | OPIS's (weekly) Los Angeles delivered spot quote for Propane. |

#### ISOBUTANE (iC<sub>4</sub>)

|   |   |
|---|---|
| United States Gulf Coast                          | United States West Coast  |
| Platt's Mt. Belvieu, TX spot quote for Isobutane. | OPIS's (weekly) Los Angeles delivered spot quote for Isobutane. |

#### NORMAL BUTANE (nC<sub>4</sub>)

|   |   |
|---|---|
| United States Gulf Coast                              | United States West Coast  |
| Platt's Mt. Belvieu, TX spot quote for Normal Butane. | OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane. |

#### LIGHT STRAIGHT RUN (C<sub>5</sub> - 175°F)

|  |  |
|--|--|
| United States Gulf Coast                                   | United States West Coast   |
| Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy. | OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline. |

#### NAPHTHA (175° - 350°F)

|  |  |
|--|--|
| United States Gulf Coast                                   | United States West Coast                                   |
| Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha. | Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha. |



**LIGHT DISTILLATE (350° - 450°F)**

| United States Gulf Coast  | United States West Coast   |
|---|--|
| Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.4906 cents per gallon. | Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.4906 cents per gallon. |

**HEAVY DISTILLATE (450° - 650°F)**

| United States Gulf Coast  | United States West Coast  |
|---|---|
| Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 1.9620 cents per gallon. | <b>[W]</b> Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon. See note below. |

**GAS OIL (650° - 1050°F)**

| United States Gulf Coast                                     | United States West Coast                                     |
|--|--|
| OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO. | OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO. |

**RESID (1050°F and Over)**

| United States Gulf Coast   | United States West Coast   |
|--|--|
| Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.4145 cents per gallon. | Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.4145 cents per gallon. |

Explanation of symbols:      **[N]** New  
    **[W]** Change in wording only

**[N]** Note -- The West Coast Heavy Distillate unit value is effective November 1, 1999 pursuant to the FERC and RCA orders referenced on the cover.

**ATTACHMENT 3**  
**EXAMPLE COMPONENT UNIT VALUES IN \$/Bbl**

| <b>COMPONENT NAME</b>            | <b>WEST COAST<br/>(\$/Bbl)</b> | <b>GULF COAST<br/>(\$/Bbl)</b> | <b>WEIGHTED AVERAGE<br/>(\$/Bbl)</b> |
|----------------------------------|--------------------------------|--------------------------------|--------------------------------------|
| Propane (C <sub>3</sub> )        | 19.7925                        | 15.0442                        | 19.68                                |
| Isobutane (iC <sub>4</sub> )     | 24.1238                        | 18.4333                        | 23.99                                |
| Normal Butane (nC <sub>4</sub> ) | 18.1125                        | 18.4800                        | 18.12                                |
| LSR (C <sub>5</sub> - 175°F)     | 18.5850                        | 19.5854                        | 18.61                                |
| Naphtha (175°F - 350°F)          | 21.3383                        | 21.3383                        | 21.34                                |
| Light Distillate(350°F - 450°F)  | 25.9817                        | 22.9396                        | 25.91                                |
| Heavy Distillate(450°F - 650°F)  | 23.0000                        | 22.1112                        | 22.98                                |
| Gas Oil (650°F - 1050°F)         | 20.8133                        | 21.8133                        | 20.84                                |
| Resid (1050°F and over)          | 14.6349                        | 15.0000                        | 14.64                                |
| WEIGHTING FACTOR                 | 97.71                          | 2.29                           |                                      |

**ATTACHMENT 4**  
**EXAMPLE STREAM VALUES IN \$/Bbl**

| COMPONENT NAME                  | STREAM A  | STREAM B  | STREAM C  |
|---------------------------------|-----------|-----------|-----------|
| Propane (C3)                    | 0.029520  | 0.000000  | 0.019680  |
| Isobutane (iC4)                 | 0.023990  | 0.004798  | 0.095960  |
| Normal Butane (nC4)             | 0.090600  | 0.018120  | 0.362400  |
| LSR (C5 - 175°F)                | 0.837450  | 0.651350  | 1.116600  |
| Naphtha (175°F - 350°F)         | 2.880900  | 2.347400  | 1.173700  |
| Light Distillate(350°F - 450°F) | 2.331900  | 2.331900  | 0.518200  |
| Heavy Distillate(450°F - 650°F) | 4.825800  | 5.055600  | 3.676800  |
| Gas Oil (650°F - 1050°F)        | 6.512500  | 6.331192  | 8.544400  |
| Resid (1050°F and over)         | 2.928000  | 3.513600  | 3.952800  |
| TOTAL                           | 20.460660 | 20.253960 | 19.460540 |

ATTACHMENT 5  
QUALITY BANK CALCULATION EXAMPLE

QUALITY BANK REFERENCE STREAM VALUE CALCULATION

|                              | VOLUME<br>(MBPM) | VALUE<br>(\$/Bbl)        | TOTAL VALUE<br>M\$/Month |
|------------------------------|------------------|--------------------------|--------------------------|
| STREAM A                     | 34,000           | 20.460660                | \$ 695.66                |
| STREAM B                     | 9,000            | 20.253960                | \$ 182.29                |
| STREAM C                     | 2,500            | 19.460540                | \$ 48.65                 |
| TOTAL:<br>(REFERENCE STREAM) | 45,500           | 20.364823 <sup>(1)</sup> | \$ 926.60                |

(1) Total value divided by total volume.

QUALITY BANK PAYMENT/RECEIPT CALCULATIONS

|          | <u>DIFFERENTIAL</u> <sup>(2)</sup> | <u>(MBPM)</u> | <u>PAYMENT OR RECEIPT</u><br><u>(M\$/Month)</u> <sup>(3)</sup> |
|----------|------------------------------------|---------------|--|
| STREAM A | 0.095837                           | 34,000        | \$ 3,258.47  |
| STREAM B | (0.110863)                         | 9,000         | \$ (997.76)  |
| STREAM C | (0.904283)                         | 2,500         | \$ (2,260.71)  |

(2) Stream value minus reference value.  
(3) Differential times volume.

# **Compliance**

## **Applicant's Compliance Summary Statement**

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# Applicant's Compliance Summary Statement

## **I. Introduction**

The Trans-Alaska Pipeline System (TAPS) is owned by six companies who have selected Alyeska Pipeline Service Company (Alyeska) as their common agent for the operation and maintenance of TAPS. Alyeska maintains compliance with the Federal Grant and State Lease requirements and with applicable laws and regulations through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. Separate and apart from Alyeska's compliance systems, there are numerous state and federal regulatory agencies that work to provide public assurance of compliance with TAPS requirements.

## **II. Alyeska's Corporate Policy**

Alyeska has implemented Corporate Policies that set standards for the actions of employees and contractors working on TAPS. Several of these policies are quoted below.

- Corporate Compliance Policy: "Alyeska Pipeline Service Company employees and its contractors will comply with all applicable laws and regulations, State and Federal Right-of-Way agreements, permits, other binding agency agreements or authorizations and with all our Policies."
- Corporate Environment Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business in a manner to protect and preserve the spectacular scenic beauty and sensitive ecosystems in which the Trans Alaska Pipeline System operates."
- Corporate Safety and Loss Prevention Policy: "Alyeska Pipeline Service Company will conduct its business in accordance with the highest transportation and petroleum industry safety standards."
- Corporate Employee Code of Conduct Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business operations in a manner that conforms to the highest ethical, moral and legal principles."



### **III. Alyeska's Compliance Systems and Processes**

Alyeska has a comprehensive collection of systems and processes that provide the framework for the compliance system. A fundamental premise of the program is the expectation and commitment to continuously improve these activities. The primary systems and components include: (a) the Alyeska Integrity Management System (AIMS), (b) the Quality Assurance Program (QA-36), (c) the Corporate Safety Program, (d) the Environmental Management System, (e) the Operations and Maintenance Programs, (f) the Alyeska Regulatory Compliance System (ARCS), (g) the Internal Audit Program, (h) the Training Program, and (i) the Employee Concerns Program.

(a) Alyeska Integrity Management System (AIMS). AIMS is a program used to document and communicate management's expectations for good business practices to be found in Alyeska's systems and processes. It is a tool for assessing the performance of management systems and integrating continuous improvement into those systems. There are several elements in AIMS, one of which is the Compliance Element. This element states: "Full compliance with all applicable regulatory, legal, and company requirements is a commitment of Alyeska Pipeline Service Company. Consequently, changes in laws and regulations must be reflected in facilities and operating practices to ensure ongoing compliance." Regular assessments of the status and effectiveness of systems are an integral part of AIMS.

(b) Quality Assurance Program (QA-36). Alyeska's Quality Assurance Program is for the purpose of preventing, detecting and abating actual or potential conditions adverse to quality. The Alyeska Quality Assurance Program is defined in the Quality Program Manual (QA-36) and attendant implementing procedures. Integral to this program, however, are other Alyeska programs, such as the environment and safety programs and the operations and maintenance-related programs discussed below. The Quality Assurance Program provides the management controls to implement corporate policy, including maintaining the safety and integrity of TAPS as specified in the Right-of-Way Grant and Lease agreements. The Quality Program includes regular assessment and surveillance activities, and tools such as the corrective action report (CARs) and non-conformance report (NCRs) which identify and track quality-related issues to appropriate resolution.

(c) Corporate Safety Program. Alyeska's Corporate Safety Program ensures Alyeska complies with federal, state and corporate requirements for fire, safety, industrial hygiene and health. The Corporate Safety Program utilizes a core manual referred to as SA-38 and knowledgeable personnel in numerous fields along with internal reviews, surveillances and inspections. The safety program at Alyeska is assessed using standard industry measures and safety inspections. In addition, accident and incident investigations are conducted as needed.

(d) Environmental Management System. Alyeska's Environmental Management System is defined in the Alyeska Annual Environmental Management Plan (Annual Business Plan) and the Environmental Management System Compliance Manual (EMS Compliance Manual). The Annual Business Plan is designed to provide for the allocation of personnel and resources to support the APSC Environmental Teams for that year. It includes the general responsibilities of the Environment Team, Alyeska's Environmental Policy and Values and the Strategic, Program and Financial Plans for the current year. The EMS Compliance Manual is a detailed compilation, by program such as air, water, waste and wildlife, of the environmental regulatory requirements applicable to TAPS, an identification of the work required to maintain compliance, and a road-map for the procedures or controls. It is also updated on an annual basis. The Alyeska Environmental Manual (EN-43) provides the details on how to meet state and federal requirements and includes the environmental safe operating procedures to ensure compliance with applicable federal and state requirements, including environmental permits and agency authorizations, and the Grant and Lease.

The Environment Team conducts environmental surveillance activities to support and facilitate the systematic evaluation of compliance with environmental requirements for the operation and maintenance of TAPS. The surveillance activities are performed to provide an accurate and timely assessment of compliance with environmental requirements, as well as the effectiveness of procedures to address the requirements. Environmental surveillances look both at controls (procedures, manuals, training, and systems) as well as point-in-time compliance (verification). Review of environmental performance also includes the performance of the contractors that work on TAPS for Alyeska.

These programs ensure Alyeska complies with applicable environmental stipulations and requirements and minimize environmental issues that could adversely affect health and safety; air and water quality; fish, wildlife and their habitats; and cultural resources.

(e) Operations and Maintenance Programs. There are several programs that provide the framework for the safe operation and maintenance of TAPS. Integral to these programs is the employment of qualified and knowledgeable personnel and the utilization of manuals that contain standards and procedures. The key manuals include: operations manuals for the mainline pipe and the fuel gas line (OM-1 and FG-78); the TAPS Controller Operating Manual (DO-14); the maintenance and repair manual for the right-of-way and the pipeline (MR-48); the Surveillance Manual for the mainline pipe and fuel gas line (MS-31); the System Integrity Monitoring Program Procedures (MP-166); the Maintenance System Manual (MP-167); the Design Basis Manual (DB-180); the TAPS Engineering Manual (PM 2001); the Pipeline Operating Procedures (PL-123); the Pipeline Oil Discharge Prevention and Contingency Plan (CP-35); and the Emergency Contingency Action Plan (EC-71).

A new manual, the Grant and Lease Manual (GL-2), is currently under development. This manual will provide a centralized location for requirements in the Grant and Lease and corresponding implementing processes and procedures.

(f) Alyeska Regulatory Compliance System (ARCS). ARCS is an internal intranet-based system designed to assist management and employees by providing a centralized listing of regulatory requirements applicable to the safe operation, maintenance, and modification of TAPS. It also lists the in-house regulatory specialists (approximately 42) and the implementing methods of compliance, such as the manuals, procedures, and training courses. ARCS is updated, as needed, based on information provided by in-house regulatory specialists.

(g) Internal Audit Program. The TAPS Internal Audit Program provides an objective assessment of TAPS business practices. Alyeska management is charged with ensuring that effective systems of sound financial, operational and management control of the organization are formulated and maintained. Internal Audit is a key part of the control environment as it works to evaluate systems, make recommendations and report on the adequacy and effectiveness of the system of internal control in place for all business activities of the Company.

An up-to-date register of audit opportunities, known as the audit registry, is maintained. Identifiable business activities are included in the register and are assigned an audit cycle of typically 2 to 4 years. Each year an audit plan is prepared, based on the registry and current concerns. The scope and frequency of each audit is determined by the exposure each area represents to TAPS.

The Audit group also serves as a point of contact for audits conducted by the TAPS Owners, public accountants and audits conducted by external agencies, such as the Bureau of Land Management.

(h) Training Program. Alyeska's training program is implemented through the use of computerized databases and knowledgeable training staff. The databases identify and track training requirements and certifications. There are four main categories of training: Regulatory-required, company-directed, technical and developmental. Each year there are approximately 100,000 hours of training provided for Alyeska employees and contractors. Each employee's annual performance is evaluated in part on the completion of the regulatory-required training.

(i) Employee Concerns Program (ECP). ECP is a program designed to give employees and contractors an opportunity to anonymously report safety, compliance and integrity concerns. ECP's duty is to evaluate and investigate the concerns or issues raised. Alyeska encourages and expects all employees to report compliance and safety issues or concerns. Alyeska has created various avenues for this reporting to occur. Alyeska's preference is for employees to raise concerns directly with their supervisors. If for whatever reason the employee is not comfortable doing so they may raise their concerns with other supervisors or managers, executive management, the ECP, or the Joint Pipeline Office.

#### **IV. Alyeska's Knowledgeable Personnel**

Alyeska employs personnel with knowledge or expertise in fields relevant to the operation and maintenance of TAPS. For example, there are individuals with knowledge in environmental subject matters areas such as air, water, and waste handling. There are also individuals with knowledge in technical subject matter areas such as valves, pipeline hydraulics and corrosion detection and prevention. These individuals maintain the necessary training and are in regular contact with agency staff and peers in the industry to ensure they are aware of the latest research, technologies or regulations in their field of expertise.

In addition, there are regulatory specialists who are subject matter experts on specific regulations, stipulations, or regulatory requirements Alyeska has committed to follow. A current list of these regulatory specialists is maintained in the Alyeska Regulatory Compliance System database (ARCS). A regulatory specialist is obligated to be the “one voice” or knowledgeable source on his or her assigned regulatory subject matter. As needed, regulatory specialists will call on internal and external sources for assistance when interpreting and applying regulatory requirements.

## **V. Government Oversight**

There are some twenty state and federal regulatory agencies that monitor TAPS on behalf of the public. This results in TAPS being one of the most regulated pipelines in the United States. These agencies monitor ongoing operations, projects and other activities to ensure that pipeline integrity, environmental protection and public safety are achieved and maintained on TAPS.

(a) Joint Pipeline Office. The Joint Pipeline Office (JPO) was created to co-locate and facilitate coordination amongst the various federal and state agencies that regulate TAPS on a day-to-day basis. The lead coordinating agencies in that office are the Alaska Department of Natural Resources (DNR) for the state government and the Bureau of Land Management (BLM) within the Department of Interior for the federal government. The DNR and BLM have system-wide environmental, safety and system integrity compliance accountability to administer the State Lease and Federal Grant. They are also the lead agencies for TAPS Right-of-Way renewal. The DNR and BLM each issues the applicable land related permits and authorizations to Alyeska, as appropriate, for TAPS construction, operations and maintenance activities.

JPO instituted a program known as the Comprehensive Monitoring Program (CMP) as part of its compliance monitoring activities. It provides systematic monitoring of TAPS compliance through the use of periodic and focused surveillances, assessments and formal reports. Part of the CMP process involves the use of field-based JPO staff that on a day-to-day basis review and verify TAPS compliance with state and federal requirements. Some of the other agencies participating in the JPO or separately conducting TAPS oversight are mentioned below.

(b) U.S. Department of Transportation Office of Pipeline Safety (DOT-OPS). DOT-OPS monitors compliance with pipeline safety regulations (both for the mainline and fuel gas line) through the assignment of dedicated personnel. DOT-OPS personnel conduct frequent inspections and system reviews as part of their daily oversight activities. DOT-OPS coordinates closely with JPO agencies on systems integrity and safety issues. DOT-OPS also performs a comprehensive annual inspection as required by the regulations. DOT-OPS and Alyeska staffs maintain open and regular dialogue on compliance issues and the applicability of new or existing regulations. DOT-OPS receives and responds, as appropriate, to accident or safety-related condition reports submitted by Alyeska. The pipeline safety regulations require the operator to develop, maintain and update comprehensive manuals annually covering operations, maintenance, and abnormal and emergency conditions.

(c) Alaska Department of Environmental Conservation (ADEC). ADEC evaluates TAPS compliance through several program components. There are regular inspections of TAPS facilities for ADEC program requirements, such as for ADEC's air, water, and waste programs. ADEC also conducts periodic reviews of the state required oil spill contingency plans for TAPS. ADEC receives and reviews TAPS discharge, emissions and other monitoring reports (monthly or quarterly depending upon the permit). In addition, ADEC evaluates and monitors TAPS compliance as part of its permit acquisition and renewal process, and through the assignment of staff, both within and outside of JPO, dedicated to TAPS compliance. ADEC and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations that may become applicable to TAPS.

(d) U.S. Environmental Protection Agency (EPA). EPA evaluates TAPS compliance through several program components. There are inspections of facilities for EPA's program requirements such as the NPDES, CAA, RCRA, and TSCA programs. EPA receives and reviews TAPS discharge, emissions and other monitoring reports (monthly, quarterly, semiannually or annually depending upon the permit or regulation). In addition, EPA evaluates and monitors TAPS compliance as part of its permit acquisition and permit renewal processes. EPA and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations applicable to TAPS. EPA receives and reviews potential deficiencies reported by Alyeska consistent with EPA's policy

regarding self-disclosure. EPA stations a senior environmental specialist with the JPO to help coordinate and provide expertise in oil spill contingency plan review. EPA is also the Federal On-Scene Coordinator of spills along the TAPS mainline.

(e) Alaska Department of Fish and Game (ADF&G) / U.S. Fish and Wildlife (USF&W). ADF&G and USF&W work closely together through interagency reviews and permit pre-application meetings to provide oversight to avoid or minimize TAPS impacts to fish and wildlife, and their habitat. Impact mitigation is provided through permits and routine reviews with Alyeska. In some instances, environmental protection is achieved through special conditions administered under the provisions of the ROW Grant and Lease agreements. ADF&G has additional oversight and involvement through the assignment of one of its staff to the Joint Pipeline Office. Both agencies also actively participate in the review and implementation of the oil spill plans for the pipeline and marine terminal.

(f) Alaska Department of Labor (ADOL), Occupational Safety and Health (AKOSH). The Occupational Safety and Health Section protects Alaska workers from industrial accidents and job-related illness through the enforcement of state and federal standards (on behalf of US-DOL), and by training employers and employees to follow safe and healthful work practices. ADOL assigns staff to JPO for enforcement of the National Electric Code and AKOSH compliance and to monitor worker and public safety. ADOL further provides safety expertise to JPO to help administer safety stipulations of the State Lease and Federal Grant. In this capacity, ADOL/JPO staff conduct frequent safety and electrical inspections as well as investigating related incidents, accidents and events.

(g) Alaska Division of Governmental Coordination (ADGC). ADGC is located in the Office of the Governor and is the lead agency for coordinating the Alaska Coastal Management Program as it relates to TAPS.

(h) Alaska Department of Public Safety, Fire Marshal. The Fire Marshal concentrates its TAPS oversight efforts on fire and life safety inspections. The Fire Marshal provides staff to the JPO to enforce regulatory requirements and to provide expertise to assist JPO in monitoring fire-related stipulations of the State Lease and Federal Grant.

(i) U.S. Coast Guard. The U.S. Coast Guard's mission as it pertains to TAPS is to eliminate environmental damage and obstructions to navigable waters of the United States both inland and on the coast. They also monitor the Tanker Vapor Control System, tanker docking /loading, berth work activities and Prince William Sound tanker traffic.

(j) U. S. Army Corps of Engineers. The U.S. Army Corps of Engineers implements the Clean Water Act requirements governing the placement of dredge and fill materials into waters of the United States. In addition they implement the Rivers and Harbors Act, which governs activities that affect navigation in navigable waters of the United States.

## **VI. Conclusion**

TAPS compliance with the Federal Grant and State Lease requirements and with laws and regulations is maintained through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. In addition, TAPS policies, systems and processes are regularly evaluated to enhance ongoing compliance. State and federal agencies, on behalf of the public, provide independent day to day oversight and additional assurance of TAPS compliance.

Internal and external independent review of TAPS systems and processes have demonstrated that they have been effective in maintaining compliance with State Lease and Federal Grant requirements. When compliance issues are discovered, TAPS Owners seek to ensure they are properly addressed and resolved. Therefore, TAPS meets the compliance requirement for renewal of the State Lease and Federal Grant of Right-of-Way.



### **Applicant's State Tax Statement**

Applicant is current in all tax filings required under the laws of the State of Alaska, pertaining to Applicant's interest in the "Pipeline," as that term is defined in the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, et al., dated May 3, 1974. Such tax filings reside in the records of the relevant taxing authorities.

# **Federal ROW Renewal Application Submittal**

# AMERADA HESS PIPELINE CORPORATION

DONALD C. LUTKEN, JR.  
President

ONE ALLEN CENTER  
500 DALLAS STREET,  
LEVEL 2  
HOUSTON, TEXAS 77002  
Phone: (713) 609-4000  
Fax: (713) 609-4906

APR 30 2001

Mr. Francis Cherry, Jr.  
Alaska State Director  
Bureau of Land Management  
222 W. 7<sup>th</sup> Ave., #13  
Anchorage, Alaska 99504

Mr. Jerry Brossia  
Authorized Officer  
Bureau of Land Management  
411 West 4<sup>th</sup> Ave., Suite 2  
Anchorage, AK 99501

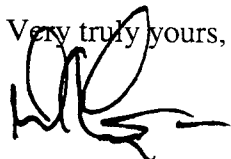
Re: Renewal of TAPS Right-of-Way and Associated Rights

Gentlemen:

Amerada Hess Pipeline Corporation ("Amerada Hess") respectfully seeks renewal of its undivided interest in the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant") and other rights associated with the Federal Grant ("Associated Rights"). To that end, this letter is followed by a SUPPLEMENTAL APPLICATION and accompanies a MASTER APPLICATION and related materials.

As you know, Amerada Hess and the other TAPS Owners have established a Right-of-Way Renewal Team to work with the Federal Government, the State of Alaska, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on matters relating to this application to renew the Federal Grant and Associated Rights. Please direct all correspondence and notifications to W. Steven Jones.

Very truly yours,



Donald C. Lutken, Jr.  
President and Chief Executive Officer



SUPPLEMENTAL  
**APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS  
TO THE MASTER APPLICATION**

FORM APPROVED  
OMB NO. 1004-0060  
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

**FOR AGENCY USE ONLY**

Application Number

Date filed

1. Name and address of applicant (include zip code)

Amerada Hess Pipeline Corporation  
One Allen Center  
500 Dallas Street, Level 2  
Houston, TX 77002

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

3. TELEPHONE (area code)

Applicant  
(713) 609-4000

Authorized Agent

4. As applicant are you? (check one)

- a. ☐ Individual  
b. ☒ Corporation\*  
c. ☐ Partnership/Association\*  
d. ☐ State Government/State Agency  
e. ☐ Local Government  
f. ☐ Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. ☐ New authorization  
b. ☒ Renewing existing authorization No. See additional response on page 6.  
c. ☐ Amend existing authorization No.  
d. ☐ Assign existing authorization No.  
e. ☐ Existing use for which no authorization has been received\*  
f. ☐ Other\*

\* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No Not Applicable.

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");  
(b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;  
(c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;  
(d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;  
(e) Year round;  
(f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);  
(g) Not applicable;  
(h) Not applicable.

8. Attach a map covering area and show location of project proposal See generally Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D - 1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See generally Duration Report and Environmental Report, including § 2.1 and Appendices A, B and D, and 43 U.S.C. § 1653. Note also that Alyeska Pipeline Service Company ("Alyeska") has effectively operated and maintained TAPS for over 20 years and applicant owns an undivided interest in Alyeska. In addition applicant, through Alyeska, has the technical and financial capability to operate, maintain and terminate TAPS.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5 (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY that I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

D. C. Lutken, Jr., President and CEO

Date

APR 30 2001

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
Federal Office Building, P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Juneau Area Office  
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Bureau of Land Management (BLM)  
222 West 7th Ave., Box 13  
Anchorage, Alaska 99513-7599  
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)  
Alaska Regional Office 2525 Gambell St., Rm. 107  
Anchorage, Alaska 99503-2892  
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

**NOTE** - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

**SUPPLEMENTAL**

| NOTE: The responsible agency(ies) will provide additional instructions  |  | CHECK APPROPRIATE BLOCK             |                          |
|---|--|-------------------------------------|--------------------------|
| I - PRIVATE CORPORATIONS  |  | ATTACHED                            | FILED*                   |
| a. Articles of Incorporation  | See Tab Federal Supplemental Question Ia in this Volume.         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Corporation Bylaws   | See Tab Federal Supplemental Question Ib in this Volume.         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.  | See Tab Federal Supplemental Question Ic in this Volume.         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Copy of resolution authorizing filing  | See Tab Federal Supplemental Question Id in this Volume.         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. | See Tab Federal Supplemental Question Ie in this Volume.         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.  | See generally Federal and State Line Lists in Volume 2 at Tab 1. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.  | See generally Federal Line Lists in Volume 2 at Tab 1D-1H.       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <b>II- PUBLIC CORPORATIONS</b>  |  |                                     |                          |
| a. Copy of law forming corporation  | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Proof of organization  | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| c. Copy of Bylaws   | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| d. Copy of resolution authorizing filing  | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.  | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| <b>III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY</b>   |  |                                     |                          |
| a. Articles of association, if any  | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. If one partner is authorized to sign, resolution authorizing action is   | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| c. Name and address of each participant, partner, association, or other   | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |
| d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.  | Not applicable   | <input type="checkbox"/>            | <input type="checkbox"/> |

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

**DATA COLLECTION STATEMENT**

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

**BURDEN HOURS STATEMENT**

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.

## NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.



**APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LAND**

**For the Trans-Alaska Pipeline System**

**Continuation of Item #5:** Renewal on the same terms of applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

**Continuation of Item #17:** In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

**Continuation of Item #19:** TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

**Hazardous Material Use.** Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

**Hazardous Material Production.** TAPS does not produce hazardous materials.

**Hazardous Material Transportation.** Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also

must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

**Federal  
Supplemental  
Question Ia**

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "AMERADA HESS PIPELINE CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1969, AT 10 O'CLOCK A.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

0738030 8100

AUTHENTICATION: 0967731

010069501

DATE: 02-12-01

12-29-69

**CERTIFICATE OF INCORPORATION**

**OF**

**AMERADA HESS PIPELINE CORPORATION**

\* \* \* \* \*

1. The name of the corporation is  
**AMERADA HESS PIPELINE CORPORATION.**

2. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights,

assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, societies, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to exercise all the rights, powers and privileges of ownership, including the right to execute consents and votes thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interest therein, wherever situated.

In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this certificate of incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in

nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes..

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000); all of such shares shall be without par value.

5. The name and mailing address of each incorporator is as follows:

| <u>NAME</u>      | <u>MAILING ADDRESS</u>                               |
|------------------|--|
| B. J. CONSONO    | 100 West Tenth Street,<br>Wilmington, Delaware 19899 |
| F. J. OBARA, Jr. | 100 West Tenth Street,<br>Wilmington, Delaware 19899 |
| J. L. RIVERA     | 100 West Tenth Street,<br>Wilmington, Delaware 19899 |

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the by-laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for



Any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The by-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, or in the by-laws of the corporation, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or by-laws, expressly so provide, no such committee shall have the power or

authority to declare a dividend or to authorize the issuance of stock.

When and as authorized by the stockholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the corporation.

8. Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number

representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

9. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

10. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 23rd day of December, 1969.

B. J. Consono  
F. J. Obara, Jr.  
J. L. Rivera

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

} ss:

BE IT REMEMBERED that on this 23rd day of December, 1969, personally came before me, a Notary Public for the State of Delaware, B. J. CONSONO, F. J. OBARA, Jr. and J. L. RIVERA all of the parties to the foregoing certificate of incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act and deed of the signers respectively and that the facts stated therein are true.

GIVEN under my hand and seal of office the day and year aforesaid.

C. L. Hall  
Notary Public



**Federal  
Supplemental  
Question 1b**

AMERADA HESS PIPELINE CORPORATION

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that he is the duly elected and acting Secretary of Amerada Hess Pipeline Corporation, a Delaware corporation (the "Company"), and hereby further certifies that attached hereto as Exhibit A is a true and complete copy of the duly adopted bylaws of the Company, which bylaws are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the seal of the Company on this 26<sup>th</sup> day of February, 2001.

[SEAL]

By: \_\_\_\_\_

Name: D. G. Stevenson

Title: Secretary of Amerada Hess  
Pipeline Corporation

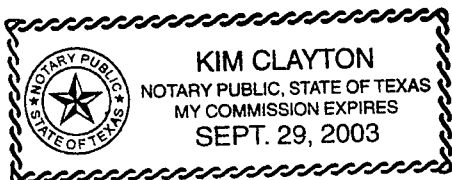
STATE OF TEXAS )

) ss:

COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, County of Harris, on this day personally appeared D. G. Stevenson, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that he is the Secretary of Amerada Hess Pipeline Corporation, a Delaware corporation, and acknowledged to me that he executed said instrument as his free act and deed in said capacity, and as the free act and deed of said corporation, and that the affixed seal is the corporate seal of said corporation.

GIVEN under my hand and seal of office this 26<sup>th</sup> day of February, 2001.



Kim Clayton  
Notary Public

My commission expires on: 9.29.2003

EXHIBIT A TO  
CERTIFICATE OF SECRETARY

BY-LAWS

OF

AMERADA HESS PIPELINE CORPORATION

ARTICLE I

Stockholders

Section I.1 Annual Meeting. Except as otherwise provided in Section 1.9 of these By-Laws, an annual meeting of stockholders of the Corporation for the election of directors and for the transaction of any other proper business shall be held on the second Monday in May in each year, unless such day shall fall on a legal holiday. The annual meeting in each year shall be held at such hour on said day and at such place within or without the State of Delaware as may be fixed by the Board of Directors, or, if not so fixed, at the principal business office of the Corporation at 1185 Avenue of the Americas, New York, New York.

Section 1.2 Special Meetings. A special meeting of the holders of stock of the Corporation entitled to vote on any business to be considered at any such meeting may be called by the Chairman of the Board, if any, or the President, and shall be called by the Chairman of

the Board, if any, or the President or the Secretary when directed to do so by resolution of the Board of Directors or at the written request of directors representing a majority of the whole Board of Directors or at the written request of the holders of 10% of the outstanding stock entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting.

Section 1.3 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, unless notice is waived in writing by all stockholders entitled to vote at the meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

Unless otherwise provided by law, and except as to any stockholder duly waiving notice, the written notice of any meeting shall be given personally or by mail, not less than ten nor more than fifty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, notice shall be deemed given when deposited in the United States mail, first class postage prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.



When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If, however, the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.4 Quorum. Except as otherwise provided by law or by the Certificate of Incorporation or by these By-Laws in respect of the vote required for a specified action, at any meeting of stockholders the holders of a majority of the outstanding stock entitled to vote thereat, either present or represented by proxy, shall constitute a quorum for the transaction of any business, but the stockholders present, although less than a quorum, may adjourn the meeting to another time or place and, except as provided in the last paragraph of Section 1.3 of these By-Laws, notice need not be given of the adjourned meeting.

Section 1.5 Voting. Whenever directors are to be elected at a meeting, they shall be elected by a plurality of the votes cast at the meeting by the holders of stock entitled to vote. Whenever any corporate action, other than the election of directors, is to be taken by vote of stockholders at a meeting, it shall, except as otherwise required by law or by the Certificate of Incorporation or by these By-Laws, be authorized by a plurality of the votes cast at the meeting by the holders of stock entitled to vote thereon.

Except as otherwise provided by law or by the Certificate of Incorporation, each holder of record of stock of the Corporation entitled to vote on any matter at any meeting of stockholders shall be entitled to one vote for each share of such stock standing in the name of such holder on the stock ledger of the Corporation on the record date for the determination of the stockholders entitled to vote at the meeting.

Upon the demand of any stockholder entitled to vote the vote for directors or the vote on any other matter at a meeting shall be by written ballot, but otherwise the method of voting and the manner in which votes are counted shall be discretionary with the presiding officer at the meeting.

Section 1.6 Presiding Officer and Secretary.

At every meeting of stockholders the Chairman of the Board, or in his absence (or if there be none) the President, or in his absence a Vice President, or, if none be present, the appointee of the meeting, shall preside. The Secretary, or in his absence an Assistant Secretary, or if none be present, the appointee of the presiding officer of the meeting, shall act as secretary of the meeting.

Section 1.7 Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Every proxy shall be signed by the stockholder or by his duly authorized attorney.

Section 1.8 List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in

alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.9 Written Consent of Stockholders in

Lieu of Meeting. Any action required by statute to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of the stockholders, may be taken without a meeting, without prior notice and without a vote,

if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt written notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who would be entitled to vote thereon at a meeting. Any such written consent may be given by one or any number of substantially concurrent written instruments of substantially similar tenor signed by such stockholders, in person or by attorney or proxy duly appointed in writing, and filed with the Secretary or an Assistant Secretary of the Corporation. Any such written consent shall be effective as of the effective date thereof as specified therein, provided that such date is not more than sixty days prior to the date such written consent is filed as aforesaid; or, if no such date is so specified, on the date such written consent is filed as aforesaid.

## ARTICLE II

### Directors

Section 2.1 Number of Directors. The Board of

Directors shall consist of three directors until changed as provided in this Section. The number of directors may be changed at any time and from time to time by vote at a meeting or by written consent of the holders of stock entitled to vote on the election of directors, or by a resolution of the Board of Directors passed by a majority of the whole Board of Directors, except that no decrease shall shorten the term of any incumbent director unless such director is specifically removed pursuant to Section 2.5 of these By-Laws at the time of such decrease.

Section 2.2 Election and Term of Directors.

Directors shall be elected annually, by election at the annual meeting of stockholders or by written consent of the holders of stock entitled to vote thereon in lieu of such meeting. If the annual election of directors is not held on the date designated therefor, the directors shall cause such election to be held as soon thereafter as convenient. Each director shall hold office from the time of his election and qualification until his successor is elected and qualified or until his earlier resignation or removal.

Section 2.3 Vacancies and Newly Created

Directorships. Vacancies and newly created directorships

resulting from any increase in the authorized number of directors may be filled by election at a meeting of stockholders or by written consent of the holders of stock entitled to vote thereon in lieu of a meeting. Except as otherwise provided by law, vacancies and such newly created directorships may also be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 2.4 Resignation. Any director may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by oral tender to the Chairman of the Board, if any, or the President or by giving written notice to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time be not specified, upon receipt thereof, and the acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make such resignation effective.

Section 2.5 Removal. Any or all of the directors may be removed at any time, with or without cause, by vote at a meeting or by written consent of the holders of stock entitled to vote on the election of directors.

Section 2.6 Meetings. Meetings of the Board

of Directors, regular or special, may be held at any place within or without the State of Delaware. Any meeting of the Board of Directors may be conducted by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. An annual meeting of the Board of Directors for the election of officers and the transaction of any other business shall be held after each annual election of directors. If such election occurs at an annual meeting of stockholders, the annual meeting of the Board of Directors shall be held at the same place and immediately following such meeting of stockholders, and no notice thereof need be given. If an annual election of directors occurs by written consent in lieu of the annual meeting of stockholders, the annual meeting of the Board of Directors shall take place as soon after such written consent is duly filed with the Corporation as is practicable, either at the next regular meeting of the Board of Directors or at a special meeting. The Board of Directors may fix times and places for regular meetings of the Board and no notice of such meetings need be given. A special meeting of the Board of Directors shall be held



whenever called by the Chairman of the Board, if any, or by the President or by at least one-third of the directors for the time being in office, at such time and place as shall be specified in the notice or waiver thereof. Notice of each special meeting shall be given by the Secretary or by a person calling the meeting to each director by mailing the same, first class postage prepaid, not later than the second day before the meeting, or personally or by telegraphing or telephoning the same not later than the day before the meeting.

Section 2.7 Quorum and Voting. A majority of the whole Board of Directors shall constitute a quorum for the transaction of business, but, if there be less than a quorum at any meeting of the Board of Directors, a majority of the directors present may adjourn the meeting from time to time, and no further notice thereof need be given other than announcement at the meeting which shall be so adjourned. Except as otherwise provided by law or by these By-Laws, the vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.8 Written Consent of Directors in Lieu of a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of

any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 2.9 Compensation. Directors may receive compensation for services to the Corporation in their capacities as directors or otherwise in such manner and in such amounts as may be fixed from time to time by the Board of Directors.

Section 2.10 Contracts and Transactions Involving Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship

or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

### ARTICLE III

#### Committees of the Board of Directors

Section 3.1 Appointment and Powers. The Board of Directors may from time to time, by resolution passed by a majority of the whole Board, designate one or more

committees, each committee to consist of one or more directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The resolution of the Board of Directors may, in addition or alternatively, provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it, except as otherwise provided by law. Unless the resolution of the Board of Directors expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such committee may adopt rules governing the method of calling and time and

place of holding its meetings. Unless otherwise provided by the Board of Directors, a majority of any such committee (or the member thereof, if only one) shall constitute a quorum for the transaction of business, and the vote of the majority of the members of such committee present at a meeting at which a quorum is present shall be the act of such committee. Each such committee shall keep a record of its acts and proceedings and shall report thereon to the Board of Directors whenever requested so to do. Any or all members of any such committee may be removed, with or without cause, by resolution of the Board of Directors, passed by a majority of the whole Board.

#### ARTICLE IV

##### Officers, Agents and Employees

##### Section 4.1 Appointment and Qualification.

The officers of the Corporation shall be a President, a Secretary and a Treasurer, and may include a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, all of whom shall be elected by the Board of Directors. Any number of offices may be held by the same person, but no officer shall execute, acknowledge or

verify any instrument in more than one capacity. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may appoint, and may delegate power to appoint, such other officers, agents and employees as it may deem necessary or proper, who shall hold their offices for such terms, have such authority and perform such duties as may from time to time be determined by or pursuant to authorization of the Board of Directors.

Section 4.2 Removal of Officer, Agent or Employee. Any officer, agent or employee of the Corporation may be removed by the Board of Directors with or without cause at any time, and the Board of Directors may delegate such power of removal as to officers, agents and employees not appointed by the Board of Directors. Such removal shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer, agent or employee of the Corporation shall not of itself create contract rights.

Section 4.3 Compensation and Bond. The compensation of the officers of the Corporation shall

be fixed by the Board of Directors, but this power may be delegated to any officer in respect of other officers under his control. The Corporation may secure the fidelity of any or all of its officers, agents or employees by bond.

Section 4.4 Chairman of the Board. The Chairman of the Board, if there be one, shall preside at all meetings of stockholders and of the Board of Directors, and shall have such other powers and duties as may be delegated to him by the Board of Directors.

Section 4.5. President. The President shall be the chief executive officer of the Corporation. In the absence of the Chairman of the Board (or if there be none), he shall preside at all meetings of the stockholders and of the Board of Directors. He shall have general charge of the business and affairs of the Corporation. He may employ and discharge employees and agents of the Corporation, except such as shall be appointed by the Board of Directors, and he may delegate these powers. The President may vote the stock or other securities of any other domestic or foreign corporation of any type or kind which may at any time be owned by the Corporation, may execute any stockholders' or other

consents in respect thereof and may in his discretion delegate such powers by executing proxies, or otherwise, on behalf of the Corporation. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

Section 4.6 Vice Presidents. Each Vice President shall have such powers and perform such duties as the Board of Directors or the President may from time to time prescribe. In the absence or inability to act of the President, unless the Board of Directors shall otherwise provide, the Vice President who has served in that capacity for the longest time and who shall be present and able to act, shall perform all the duties and may exercise any of the powers of the President. The performance of any duty by a Vice President shall, in respect of any other person dealing with the Corporation, be conclusive evidence of his power to act.

Section 4.7 Treasurer. The Treasurer shall have charge of all funds and securities of the Corporation, shall endorse the same for deposit or collection when necessary and deposit the same to the credit of the Corporation in such banks or depositaries as the Board of Directors may authorize. He may endorse all commercial



documents requiring endorsements for or on behalf of the Corporation and may sign all receipts and vouchers for payments made to the Corporation. He shall have all such further powers and duties as generally are incident to the position of Treasurer or as may be assigned to him by the President or the Board of Directors.

Section 4.8 Secretary. The Secretary shall record all the proceedings of the meetings of the stockholders and directors in a book to be kept for that purpose and shall also record therein all action taken by written consent of the stockholders or directors in lieu of a meeting. He shall attend to the giving and serving of all notices of the Corporation. He shall have custody of the seal of the Corporation and shall attest the same by his signature whenever required. He shall have charge of the stock ledger and such other books and papers as the Board of Directors may direct, but he may delegate responsibility for maintaining the stock ledger to any transfer agent appointed by the Board of Directors. He shall have all such further powers and duties as generally are incident to the position of Secretary or as may be assigned to him by the President or the Board of Directors.

Section 4.9 Assistant Treasurers. In the

absence or inability to act of the Treasurer, any Assistant Treasurer may perform all the duties and exercise all the powers of the Treasurer. The performance of any such duty shall, in respect of any other person dealing with the Corporation, be conclusive evidence of his power to act. An Assistant Treasurer shall also perform such other duties as the Treasurer or the Board of Directors may assign to him.

Section 4.10 Assistant Secretaries. In the absence or inability to act of the Secretary, any Assistant Secretary may perform all the duties and exercise all the powers of the Secretary. The performance of any such duty shall, in respect of any other person dealing with the Corporation, be conclusive evidence of his power to act. An Assistant Secretary shall also perform such other duties as the Secretary or the Board of Directors may assign to him.

Section 4.11 Delegation of Duties. In case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may confer for the time being the powers or duties, or any of them, of such officer upon any other officer or upon any director.

## ARTICLE V

### Indemnification

Section 5.1 Indemnification of Directors, Officers, Employees and Agents. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation, if, as and to the extent authorized by the laws of the State of Delaware, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action, suit or proceeding. The indemnification expressly provided by statute in a specific case shall not be deemed exclusive of any other rights to which any person indemnified may be entitled under any lawful agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VI

Capital Stock

Section 6.1 Certificates. Certificates for stock of the Corporation shall be in such form as shall be approved by the Board of Directors and shall be signed in the name of the Corporation by the Chairman of the Board, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. Such certificates may be sealed with the seal of the Corporation or a facsimile thereof, and shall contain such information as is required by law to be stated thereon. If any stock certificate is countersigned by a transfer agent or a registrar, other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 6.2 Transfers of Stock. Transfers of

stock shall be made only upon the books of the Corporation by the holder, in person or by duly authorized attorney, and on the surrender of the certificate or certificates for such stock properly indorsed. The Board of Directors shall have the power to make all such rules and regulations, not inconsistent with the Certificate of Incorporation and these By-Laws, as the Board of Directors may deem appropriate concerning the issue, transfer and registration of certificates for stock of the Corporation. The Board may appoint one or more transfer agents or registrars of transfers, or both, and may require all stock certificates to bear the signature of either or both.

Section 6.3 Lost, Stolen or Destroyed

Certificates. The Corporation may issue a new stock certificate in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate. The Board of Directors may

require such owner to satisfy other reasonable requirements.

Section 6.4 Stockholder Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. Only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to give such consent, or to receive payment of such dividend or other distribution, or to exercise such rights in respect of any such change, conversion or exchange of stock, or to participate in such action, as the case may be, notwithstanding any transfer of any stock on the

books of the Corporation after any record date so fixed.

If no record date is fixed by the Board of Directors, (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the date on which notice is given, or, if notice is waived by all stockholders entitled to vote at the meeting, at the close of business on the day next preceding the day on which the meeting is held, (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be at the close of business on the day on which the first written consent is expressed by the filing thereof with the Corporation as provided in Section 1.9 of these By-Laws, and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

## ARTICLE VII

Seal

Section 7.1 Seal. The seal of the Corporation shall be circular in form and shall bear, in addition to any other emblem or device approved by the Board of Directors, the name of the Corporation, the year of its incorporation and the words "Corporate Seal" and "Delaware". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

## ARTICLE VIII

Waiver of Notice

Section 8.1 Waiver of Notice. Whenever notice is required to be given by statute, or under any provision of the Certificate of Incorporation or these By-Laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. In the case of a stockholder, such waiver of notice may be signed by such stockholder's attorney or proxy duly appointed in writing. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting,



at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice.

## ARTICLE IX

### Checks, Notes, Drafts, Etc.

#### Section 9.1 Checks, Notes, Drafts, Etc.

The moneys of the Corporation shall be deposited in the name of the Corporation in such bank or banks as the President or a Vice President and the Treasurer or an Assistant Secretary of the Corporation may from time to time designate, and all checks, notes, drafts and bills of exchange of the Corporation shall be signed by such officers or agents as the President or a Vice-President, and the Treasurer or an Assistant Secretary of the Corporation may from time to time designate.

## ARTICLE X

### Amendments

Section 10.1 Amendments. These By-Laws or any of them may be altered or repealed, and new By-Laws may be adopted, by the stockholders by vote at a meeting or by written consent without a meeting. The Board of Directors shall also have power, by a majority vote of

the whole Board of Directors, to alter or repeal any of these By-Laws, and to adopt new By-Laws.

# **Federal Supplemental Question 1c**

**State of Alaska**  
**Department of Community and Economic Development**  
**Division of Banking, Securities and Corporations**

**CERTIFICATE  
OF  
COMPLIANCE**

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby certifies that  
**AMERADA HESS PIPELINE CORPORATION**

authorized to transact business in Alaska as

**AMERADA HESS PIPELINE CORPORATION**

is a corporation organized under the laws of **DELAWARE** and on **JANUARY 21, 1974** qualified as a foreign business corporation authorized to do business in Alaska.

I FURTHER CERTIFY that said corporation is in good standing and has filed all biennial corporate reports due at this time and has paid all biennial corporation taxes and fees due and payable at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute this certificate and  
affix the Great Seal of the State of Alaska on

**FEBRUARY 5, 2001**



Deborah B. Sedwick  
Commissioner of Community  
and Economic Development

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "AMERADA HESS PIPELINE CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1969, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

0738030 8310

AUTHENTICATION: 0967733

010069501

DATE: 02-12-01

**Federal  
Supplemental  
Question Id**

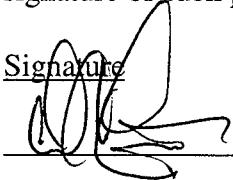
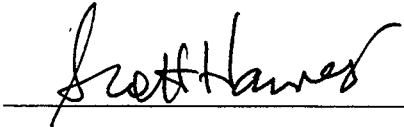
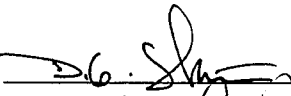
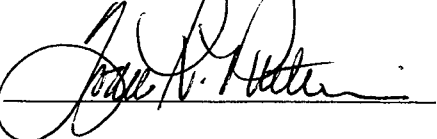
# AMERADA HESS PIPELINE CORPORATION

## CERTIFICATE OF SECRETARY

The undersigned hereby certifies that he is the duly elected and acting Secretary of Amerada Hess Pipeline Corporation, a Delaware corporation (the "Company"), and hereby further certifies as follows:

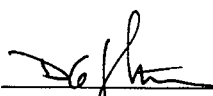
1. Attached hereto as Exhibit A is a true and complete copy of resolutions duly adopted by the Board of Directors of the Company effective February, 16, 2001. Such resolutions have neither been modified nor rescinded since their adoption and are in full force and effect as of the date hereof. Such resolutions are the only resolutions adopted by the Board of Directors of the Company relating to the renewal of the Company's interest in the Trans-Alaska Pipeline System.

2. The below named persons are duly elected and qualified officers of the Company holding the offices set forth below opposite his/her respective name, and the signature set forth below opposite his/her respective name is the genuine signature of such person.

| <u>Name</u>       | <u>Office</u>                         | <u>Signature</u>   |
|-------------------|---------------------------------------|--|
| D. C. Lutken, Jr. | President and Chief Executive Officer |   |
| J. S. Harvey      | Vice President                        |  |
| D. G. Stevenson   | Secretary                             |  |
| T. K. Porter      | Treasurer                             |  |

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the seal of the Company on this 20<sup>th</sup> day of February, 2001.

[SEAL]

By:   
Name: D. G. Stevenson  
Title: Secretary of Amerada Hess Pipeline Corporation

STATE OF TEXAS

)

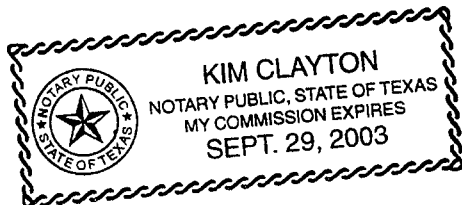
) ss:

COUNTY OF HARRIS

)

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, County of Harris, on this day personally appeared D. G. Stevenson, known to me to be the person whose name is subscribed to the foregoing instrument, who being duly sworn, did say that he is the Secretary of Amerada Hess Pipeline Corporation, a Delaware corporation, and acknowledged to me that he executed said instrument as his free act and deed in said capacity, and as the free act and deed of said corporation, and that the affixed seal is the corporate seal of said corporation.

GIVEN under my hand and seal of office this 20th day of February, 2001.



Kim Clayton  
Notary Public

My commission expires on: 9.29.2003



EXHIBIT A

**AMERADA HESS PIPELINE CORPORATION**  
**RESOLUTIONS OF BOARD OF DIRECTORS**  
**ACTION BY UNANIMOUS WRITTEN CONSENT**

The undersigned, being all of the members of the Board of Directors of Amerada Hess Pipeline Corporation, a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors (the "Board") of the Corporation, hereby adopt the following preamble and resolutions by written consent in accordance with the provisions of Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Corporation, with the same force and effect as if adopted at a special meeting of the Board held on February 16, 2001.

**Authorization of Renewal of TAPS Interests**

**WHEREAS**, the Corporation (i) is party to an Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System ("TAPS") with the United States of America (the "Federal Grant") and (ii) has been granted a Right of Way Lease for the Trans-Alaska Pipeline by the State of Alaska (the "State Lease"); and

**WHEREAS**, the Federal Grant expires on January 22, 2004 and the State Lease expires on May 2, 2004; and

**WHEREAS**, contemporaneous with the expiration of the Federal Grant and State Lease, the Corporation's interests in various Related Facilities, as that term is defined in the Federal Grant and State Lease, and other rights and interests pertaining to TAPS held under instruments from the United States of America, the State of Alaska, and private individuals and entities (collectively, all of the forgoing interests, including the Federal Grant and the State Lease, are referred to as the "TAPS Interests") will also expire; and

**WHEREAS**, it is in the best interest of the Corporation to renew the TAPS Interests; and

**WHEREAS**, the process of renewing the Federal Grant and other of the TAPS Interests requires the filing of an Application for Transportation and Utility Systems and Facilities on Federal Lands on Standard Form 299 ("SF 299") and the process of seeking renewal of the State Lease and other of the TAPS Interests requires the filing of an application for renewal (the "State Application") (collectively, SF 299 and the State Application are referred to as the "Applications"); and

**WHEREAS**, the Corporation desires to authorize (i) the preparation and filing of the Applications and any and all other actions deemed necessary or advisable in connection with the renewal of the TAPS Interests and (ii) the execution of documents evidencing renewal of the TAPS Interests (the "Final TAPS Renewal Documents").

**WHEREAS**, a Project Manager has been designated by the Corporation and other entities owning an interest in TAPS (the "Other TAPS Owners") with responsibility for acting with respect to the renewal of the TAPS Interests on behalf of the Corporation and the Other TAPS Owners.

**NOW, THEREFORE, BE IT RESOLVED**, that the Corporation is authorized to prepare, execute and deliver (i) the Applications and the exhibits and attachments thereto, and any amendments thereto, (ii) all other instruments and documents as may be required by the granting authorities, or as may be deemed necessary or advisable by the Corporation, in connection with the processing of the Applications and the renewal of the TAPS Interests, including but not limited to a duration report, an environmental report, and a compliance report, and (iii) documentation evidencing the Final TAPS Renewal Documents; and

**FURTHER RESOLVED**, that the President and any Vice President ("Authorized Officers") of the Corporation be, and each of them hereby is, authorized, for and on behalf of the Corporation, to execute and deliver the Applications and documentation evidencing the Final TAPS Renewal Documents and any and all supporting documentation, in such form as the Authorized Officer executing and delivering the same in his discretion may approve, such execution to be conclusive evidence of such approval; and

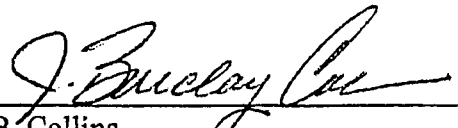
**FURTHER RESOLVED**, that the officers and agents of the Corporation are authorized and directed to take such actions as they deem necessary or advisable to further and complete the renewal of TAPS Interests; and

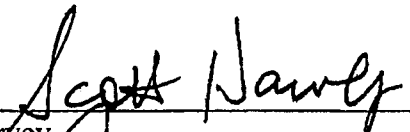
**FURTHER RESOLVED**, that the Corporation is authorized to designate as agent both persons employed by the Corporation and persons and entities not employed by the Corporation; and


**FURTHER RESOLVED**, that the officers of the Corporation are authorized to execute a Power of Attorney or other evidence of authority designating the Project Manager as agent of the Corporation with full authority to act on behalf of the Corporation in connection with the renewal of the TAPS Interests; and

**FURTHER RESOLVED**, that the officers and agents of the Corporation be, and each of them hereby is, authorized and directed, for and on behalf of the Corporation, to take such actions and to execute and deliver such documents and papers as they deem necessary or advisable to perform and comply with the requirements of the Applications, to complete the renewal of the TAPS Interests, and to effect the purposes of the foregoing resolutions as contemplated herein; and with the authority granted herein to the officers and agents being non-exclusive.

Being all of the members of the Board of Directors:

  
\_\_\_\_\_  
J. B. Collins

  
\_\_\_\_\_  
J. S. Harvey

  
\_\_\_\_\_  
D. C. Lutken, Jr.

# **Federal Supplemental Question 1e**

The Applicant, Amerada Hess Pipeline Corporation, is a wholly owned subsidiary of Amerada Hess Corporation, whose headquarters is located at 1185 Avenue of the Americas, New York, NY 10036.

AMERADA HESS CORPORATION

CORPORATE OFFICE:

1185 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036

LIST OF SUBSIDIARIES AND AFFILIATED COMPANIES

LIST OF NAMEHOLDER CORPORATIONS

AT DECEMBER 31, 2000

**AMERADA HESS CORPORATION**  
**LIST OF SUBSIDIARIES - AFFILIATED COMPANIES**  
**AT DECEMBER 31, 2000**

| SUBSIDIARIES - 100% OWNED (EXCEPT AS NOTED)                              | Organized under the laws of | Incorporation date | Number of shares |            | Amount of capital stock issued |
|--|-----------------------------|--------------------|------------------|------------|--------------------------------|
|  |                             |                    | Authorized       | Issued     |                                |
| <b>Exploration and Production - U.S.</b>                                 |                             |                    |                  |            |                                |
| Solar Gas, Inc.  | Nevada                      | 12/09/66           | 90,000           | 90,000     | \$ 900,000                     |
| Tioga Gas Plant, Inc.  | Delaware                    | 06/22/88           | 1,000            | 100        | 100                            |
| Hess Pipeline Company - Note E   | Delaware                    | 06/15/88           | 1,000            | 50         | 5,000                          |
| Amerada Hess Pipeline Corporation  | Delaware                    | 12/29/69           | 1,000            | 1,000      | 50,000                         |
| Hess Garden Banks Gas Gathering Inc.                                     | Delaware                    | 05/28/96           | 2,500            | 10         | 10                             |
| First Gas Transportation Company   | Delaware                    | 06/10/96           | 2,500            | 10         | 10                             |
| Amerada Hess Natural Gas Pipeline (Presently Inactive)                   | Delaware                    | 05/11/95           | 1,000            | 10         | 10                             |
| Vidor Pipeline Company   | Texas                       | 12/01/98           | 1,000            | 10         | 10                             |
| <b>Amerada Hess Oil &amp; Gas Production Inc. (AHO&amp;GPI) - Note D</b> |                             |                    |                  |            |                                |
| Amerada Hess (Malaysia Block F) Ltd.                                     | Delaware                    | 09/28/90           | 1,000            | 100        | 100                            |
| Amerada Hess (Rhourde El Rouni) Ltd. (401c)                              | Cayman Islands              | 06/01/00           |                  |            |                                |
| Delta Hess (BTC) Ltd.  | Cayman Islands              | 04/12/00           |                  |            |                                |
| Amerada Hess (Malaysia SB 302) Ltd.                                      | Cayman Islands              | 09/25/00           | 50,000           | 1          | 1                              |
| Amerada Hess (Vietnam E&P) Ltd.  | Cayman Islands              |                    |                  |            |                                |
| <b>AH Norge Inc.</b>   | Delaware                    | 05/10/65           | 2,500            | 100        | 10,000                         |
| <b>Amerada Hess Exploration &amp; Production Corp. (AHEPC)</b>           |                             |                    |                  |            |                                |
| Amerada Hess (Thailand) Limited (100% owned by AHIL)                     | Delaware                    | 08/09/00           | 1,500,000        | 10         | 10                             |
| Amerada Hess (CAO) Limited (100% owned by AHEPC)                         | United Kingdom              | 05/31/95           | 100,000,002      | 57,798,254 | 57,798,254                     |
| Amerada Hess (China) Limited (100% owned by AHEPC)                       | United Kingdom              | 05/02/97           | 25,000,002       | 11,664,841 | 11,664,841                     |
| Amerada Hess (Indonesia-Biora) Limited (100% owned by AHEPC)             | United Kingdom              | 05/31/95           | 25,000,002       | 303,856    | 303,857                        |
| Amerada Hess (Indonesia-Natuna B) Limited (100% owned by AHEPC)          | United Kingdom              | 12/16/99           | 25,000,002       |            |                                |
| Amerada Hess (Indonesia-Pagatan) Limited (100% owned by AHEPC)           | United Kingdom              | 01/31/96           | 25,000,002       | 2          | 3                              |
| Amerada Hess (Kazakhstan) Limited (100% owned by AHEPC)                  | United Kingdom              | 05/17/96           | 25,000,002       | 5,963,763  | 5,963,763                      |
| Amerada Hess (Malaysia - PM 304) Limited (100% owned by AHEPC)           | United Kingdom              | 12/27/96           | 25,000,002       | 1,794,285  | 1,794,285                      |
| Amerada Hess (Malaysia - SK 306) Limited (100% owned by AHEPC)           | United Kingdom              | 08/13/97           | 25,000,002       | 59,762     | 59,762                         |
| Amerada Hess (Marabon) Limited (100% owned by AHEPC)                     | United Kingdom              | 08/13/97           | 25,000,002       | 62,715     | 62,715                         |
| Amerada Hess (Vietnam) Limited (100% owned by AHEPC)                     | United Kingdom              | 01/30/95           | 25,000,002       | 3,332,939  | 3,332,939                      |
| Amerada Hess (Brazil) Limited (100% owned by AHEPC)                      | United Kingdom              | 07/05/95           | 25,000,002       | 2,389,334  | 2,389,334                      |
| Amerada Hess (Brazil) Limited (100% owned by AHEPC)                      | United Kingdom              | 02/20/96           | 25,000,002       | 3,337,184  | 3,337,185                      |
| Amerada Hess Limitada  | Brazil                      | N/A                | N/A              | N/A        | N/A                            |
| Amerada Hess Development & Production Limitada                           | Brazil                      | N/A                | N/A              | N/A        | N/A                            |
| Amerada Hess (Australia) Limited (100% owned by AHEPC)                   | United Kingdom              | 03/22/95           | 25,000,002       | 6,893,925  | 6,893,926                      |
| Amerada Hess (Argentina) Limited (100% owned by AHEPC)                   | United Kingdom              | 08/26/88           |                  |            |                                |
| Amerada Hess (Yemen) Limited (100% owned by AHEPC)                       | United Kingdom              | 07/05/95           | 25,000,002       | 2,957,352  | 2,957,353                      |
| Amerada Hess (South Atlantic) Limited (100% owned by AHEPC) - Note F     | United Kingdom              | 07/05/95           |                  |            |                                |
| Amerada Hess Namibia 2213 Corporation (100% owned by AHEPC)              | Cayman Islands              | 05/20/93           | 900,000          | 1          | 1                              |
| Amerada Hess Overseas Exploration Limited (100% owned by AHEPC)          | Cayman Islands              | 06/28/94           | 900,000          | 1          | 1                              |
| Amerada Hess (Netherlands) Limited (100% owned by AHEPC)                 | United Kingdom              | 12/06/95           | 25,000,002       | 417,568    | 417,569                        |
| Amerada Hess (Faeroes) Limited (100% owned by AHEPC)                     | United Kingdom              | 12/06/95           | 25,000,002       | 4,219,439  | 4,219,441                      |
| Amerada Hess (France) Limited (100% owned by AHEPC)                      | United Kingdom              | 05/31/95           | 25,000,002       | 110,921    | 110,923                        |
| Amerada Hess (Germany) Limited (100% owned by AHEPC)                     | United Kingdom              | 12/06/95           | 25,000,002       | 1,306,687  | 1,306,687                      |
| Amerada Hess (Thailand Exploration) Limited (100% owned by AHEPC)        | United Kingdom              | 06/07/95           | 25,000,002       | 184,718    | 184,719                        |

**AMERADA HESS CORPORATION**  
**LIST OF SUBSIDIARIES**  
**AT DECEMBER 31, 2000**

**SUBSIDIARIES - 100% OWNED (EXCEPT AS NOTED)**

|  | Organized under the laws of | Incorporation date | Number of shares |            | Amount of capital stock issued |
|--|-----------------------------|--------------------|------------------|------------|--------------------------------|
|  |                             |                    | Authorized       | Issued     |                                |
| Amerada Hess (Ireland) Limited (100% owned by AHEPC)                                 | United Kingdom              | 05/17/96           | 25,000,002       | 271,220    | 271,221                        |
| <b>Amerada Hess Oil &amp; Gas Holdings Inc.</b>                                      |                             |                    |                  |            |                                |
| Delta Hess (ACG) Ltd. (RAMCO)  | Cayman Islands              | 9/14/00            | 1,500,000        | 10         | 10                             |
| Amerada Hess (GEA) Ltd (El Gassi)  | Cayman Islands              | 3/30/00            |                  |            |                                |
| Amerada Hess Gabon Holding Corp. (AHGH)  | Cayman Islands              | 4/12/00            |                  |            |                                |
| Amerada Hess Central Africa Corp. (AHCA)   | Cayman Islands              |                    |                  |            |                                |
| Amerada Hess African Investments Corp. (AHAI)  | Cayman Islands              |                    |                  |            |                                |
| Amerada Hess Production Gabon (AHPG)   | Gabon                       | 10/8/90            |                  | 974,545    | 5,209                          |
| (owned 55% by AHGH, 31.5% by AHCA, 13.5% by AHAI)                                    |                             |                    |                  |            |                                |
| AHCC s.a.r.l.  | Luxembourg                  |                    |                  |            |                                |
| Amerada Hess Drilling (CI) Limited - Note G  | Cayman Islands              | 12/23/92           | 1,000            | 100        | 100                            |
| <b>Amerada Hess North West Europe</b>  |                             |                    |                  |            |                                |
| Amerada Hess International LLC - Note B  | Delaware                    | 07/08/91           | 1,500,000        | 1,446,877  | 1,446,877                      |
| Amerada Hess (Scandinavia) A/S (100% owned by AHI LLC)                               | Denmark                     | 05/28/84           | 10,000           | 10,000     | 1,000,000                      |
| AH Norge A/S (100% owned by Amerada Hess (Scandinavia) A/S)                          | Norway                      | 08/08/73           | 1,000            | 1,000      | 180,520                        |
| AH ApS (Denmark)   | Denmark                     | 3/15/84            |                  |            |                                |
| Amerada Hess Efterforskning A/S  | Denmark                     |                    |                  |            |                                |
| Amerada Hess Energi A/S  | Denmark                     | 05/22/75           |                  |            |                                |
| Denarco Oil A/S  | Denmark                     |                    |                  |            |                                |
| <b>Amerada Hess (Indonesia-Jabung) Limited (100% owned by AHI LLC)</b>               | United Kingdom              | 05/17/96           | 105,000,002      | 73,974,712 | 73,974,712                     |
| Amerada Hess (Indonesia-Lematang) Limited (100% owned by AHI LLC)                    | United Kingdom              | 11/10/95           | 25,000,002       | 14,735,393 | 14,735,393                     |
| Amerada Hess (Indonesia-Jambi Merang) Limited (100% owned by AHI LLC)                | United Kingdom              | 06/07/95           |                  |            |                                |
| Amerada Hess (Indonesia-Pangkah) Limited (100% owned by AHI LLC)                     | United Kingdom              | 07/05/95           | 25,000,002       | 2,181,938  | 2,181,938                      |
| Amerada Hess (Azerbaijan) Limited (Owned by AHI LLC and Delta Oil Co. (Az.) Ltd.)    | United Kingdom              | 06/01/98           |                  |            |                                |
| Delta Hess (Azerbaijan) Limited (Owned by AH (Az.) LLC and Delta Oil Co. (Az.) Ltd.) | United Kingdom              | 01/20/98           | 25,000,002       | 2          | 3                              |
| Delta Hess (Khazar) Limited  | United Kingdom              | 01/20/98           | 25,000,002       | 2          | 3                              |
| Amerada Hess (K&K) Holdings Limited  | Cayman Islands              | 1/14/99            |                  |            |                                |
| Delta Hess (K&K) Limited (80% AH(K&K)HL and 20% Dita Oil Central Asia Ltd.)          | Cayman Islands              | 10/15/98           |                  |            |                                |
| Amerada Hess Exploration (Thailand) Co. Limited (100% owned by AHI LLC)              | Thailand                    | 10/11/96           | 1,000,000        | N/A        | N/A                            |
| Amerada Hess Overseas Limited (100% owned by AHI LLC)                                | United Kingdom              | 12/06/95           | 25,000,002       | 2          | 3                              |
| <b>Amerada Hess Limited (100% owned by AHI LLC)</b>                                  | United Kingdom              | 06/01/64           | 40,000,000       | 34,231,294 | £ 34,231,294                   |
| Amerada Hess Trading Limited (100% owned by AHL)                                     | United Kingdom              | 06/07/88           | 1,000            | 100        | £ 100                          |
| Amerada Hess Property Services Limited (100% owned by AHL)                           | United Kingdom              | 07/09/87           | 1,000,000        | 2          | £ 2                            |
| Amerada Energy Limited   | United Kingdom              | 08/22/00           |                  |            |                                |
| Amerada Hess Finance Limited (100% owned by AHL)                                     | United Kingdom              | 06/07/88           | 1,000            | 100        | £ 100                          |
| Amerada Hess Gas Limited (100% owned by AHL)   | United Kingdom              | 07/19/91           | 28,500,000       | 27,500,002 | £ 27,500,002                   |
| Western Gas Limited  | United Kingdom              | 01/15/92           |                  |            |                                |
| Amerada Hess Gas (Domestic) Limited (100% owned by AHL)                              | United Kingdom              | 07/05/95           |                  |            |                                |
| Seyvern Trent Energy Limited   | United Kingdom              | 05/21/88           | 35,000,000       | 15,000,000 | £ 15,000,000                   |
| Own Label Energy Limited   | United Kingdom              | 08/22/00           |                  |            |                                |



**AMERADA HESS CORPORATION**  
**LIST OF SUBSIDIARIES, AFFILIATED COMPANIES**  
**AT DECEMBER 31, 2000**

**SUBSIDIARIES - 100% OWNED (EXCEPT AS NOTED)**

|  | Organized under the laws of | Incorporation date | Number of shares |            | Amount of capital stock issued |
|--|-----------------------------|--------------------|------------------|------------|--------------------------------|
|  |                             |                    | Authorized       | Issued     |                                |
| Amerada Hess Gas Shipping Services Limited (100% owned by AHL)             | United Kingdom              | 03/08/96           | 100              | 2          | £ 2                            |
| Amerada Hess (Man) Limited (100% owned by AHL)                             | United Kingdom              | 07/05/95           | 100              | 2          | £ 2                            |
| Amerada Hess (IOM) Limited - Note C  | United Kingdom              | 10/10/95           |                  |            |                                |
| Amerada Hess (Oil and Gas) Limited (100% owned by AHL)                     | United Kingdom              | 02/20/96           | 100              | 2          | £ 2                            |
| Amerada co.uk Limited  | United Kingdom              | 05/02/97           |                  |            |                                |
| Midlands Gas Limited   | United Kingdom              | 05/02/97           |                  |            |                                |
| Premier Oil plc  | United Kingdom              | 09/01/88           | 1,000            | 2          | £ 2                            |
| North Sea Limited (100% owned by AHL) - Dormant                            | United Kingdom              | 09/01/88           |                  |            |                                |
| Amerada Hess (UK) Limited - Dormant  | United Kingdom              |                    |                  |            |                                |
| <b>EXPLORATION AND PRODUCTION - INTERNATIONAL INACTIVE COMPANIES</b>       |                             |                    |                  |            |                                |
| Amerada Petroleum Corporation of Australia, Limited                        | Delaware                    | 10/04/60           | 2,500            | 100        | 10,000                         |
| Amerada Hess Corporation of Indonesia                                      | Delaware                    | 08/03/79           | 2,500            | 10         | 1,000                          |
| Amerada Hess Corporation of Ireland  | Delaware                    | 08/23/77           | 2,500            | 10         | 1,000                          |
| Amerada Hess (Thailand) Corporation  | Delaware                    | 01/09/85           | 2,500            | Not Issued | 10,000                         |
| Amerada Petroleum Corporation of Libya - Note A                            | Delaware                    | 06/22/55           | 2,500            | 2,500      | 250,000                        |
| Amerada Hess MWengui Corporation   | Cayman Islands              | 07/09/91           | 900,000          | 1          | 1                              |
| Amerada Hess Namibia Corporation   | Cayman Islands              | 10/17/91           | 900,000          | 1          | 1                              |
| Amerada Hess El Qa Corporation (98 shares - AHC; 2 shares - minority int.) | Cayman Islands              | 07/28/80           | 900,000          | 100        | 100                            |
| Amerada Hess Petroleum Abu Dhabi Limited                                   | Cayman Islands              | 10/16/80           | 900,000          | 100        | 100                            |
| Amerada Hess Oil Exploration Abu Dhabi Limited                             | Cayman Islands              | 10/24/80           | 900,000          | 100        | 100                            |
| Amerada Hess Corporation of Malaysia                                       | Delaware                    | 09/07/87           | 1,000            | 10         | 1,000                          |

Note A: Operations in Libya ceased 6/30/86 - U.S. Government restrictions.

Note B: Formerly Amerada Hess Natural Gas Pipeline, Inc./Amerada Hess International Corp./Amerada Hess International Limited

Note C: Manx Registered

Note D: Formerly Amerada Hess Oil Corporation of Gabon

Note E: Formerly Hess Offshore Pipeline Corporation

Note F: Formerly Amerada Hess (Falkland Islands) Limited

Note G: Formerly Amerada Hess Holdings Limited

**AMERADA ARCO CORPORATION**  
**LIST OF SUBSIDIARIES AND AFFILIATED COMPANIES**  
**AT DECEMBER 31, 2000**

**SUBSIDIARIES - 100% OWNED (EXCEPT AS NOTED)**

**REFINING**

Hess Oil Virgin Islands Corp.  
Eastern Shipping Corporation (100% owned by HOVIC)  
HOVIC Marketing Corporation

**MARKETING**

Hess Mart, Inc.  
Hess Mart DeKalb County, Inc. (100% owned by Hess Mart, Inc.)  
Ontario Terminals, Inc.

Hess Energy Trading Co. LLC  
Hess Energy Inc. (Formerly Statoil Energy Services, Inc.)  
Hess Microgen, LLC

Hess Oil St. Lucia Limited (14,999 shares-AHC; 1 share-AHC of St. Lucia)  
Cul De Sac Agencies, Limited (9,999 shares-HOSLL; 1 share-AHC of St. Lucia)  
Fisher Hess St. Lucia Ltd. (1,349 shares-HOSLL; 1 share-AHC of St. Lucia)

St. Lucia Barge Company, Limited (999 shares-HOSLL; 1 share-AHC of St. Lucia)  
Williams Fisher Hess Co. Ltd. (273 shares-owned by HOSLL; 27 shares-owned by Fisher Hess St. Lucia, Ltd.)  
St. Lucia International Petrol Company Limited (2,999 shares owned by HOSLL; 1 share owned by AHC of St. Lucia) - name changed from AH Trading of St. Lucia Limited

Overseas Services Corporation

**SHIPPING**

Atlantis Agency Corporation  
Tankoil, Inc.

First Tug/Barge Corporation (Note B)  
Second Tug/Barge Corporation  
Third Tug/Barge Corporation  
Fourth Tug/Barge Corporation  
Fifth Tug/Barge Corporation  
Sixth Tug/Barge Corporation (Note C)

Ira S. Bushey and Sons, Inc.

Sheridan Transportation Co. (100% owned by Ira S. Bushey)  
Tug New York Company (100% owned by Sheridan Transportation)  
Sheridan Towing Co., Inc. (100% owned by Ira S. Bushey)

Spentonbush/Redstar Companies, Inc. (100% owned by Ira S. Bushey)  
Red Star Towing and Transportation Company (100% owned by Ira S. Bushey)  
Hygrade Operators, Inc. (100% owned by Ira S. Bushey)

C-A Common Stock (Class A)

C-B Common Stock (Class B)

Note A: Presently inactive.

Note B: Vessel "Grotton" sold in 12/83 in sale/leaseback arrangement.

Note C: Name change from Hess Shipping Corporation.

Note D: East Caribbean dollars.

|  | Organized under the laws of | Incorporation date | Number of shares |         | Amount of capital stock issued |
|--|-----------------------------|--------------------|------------------|---------|--------------------------------|
|  |                             |                    | Authorized       | Issued  |                                |
|  | Virgin Islands              | 08/16/65           | 5,000            | 100     | \$ 100,000                     |
|  | (A) Liberia                 | 05/26/66           | 500              | 10      | 50,000                         |
|  | --                          | --                 | --               | --      | --                             |
|  | Delaware                    | 04/05/83           | 5,000            | 100     | 100                            |
|  | Delaware                    | 06/05/84           | 2,500            | 10      | 1,000                          |
|  | (A) Pennsylvania            | 02/24/54           | 100              | 100     | 2,500                          |
|  | Delaware                    | 04/15/97           | 10,000           | 800     | 8,000                          |
|  | Virginia                    | 6/20/86            | -                | -       | -                              |
|  | Delaware                    | 02/01/00           | -                | -       | -                              |
|  | St. Lucia                   | 08/13/77           | 15,000           | 15,000  | 15,000,000 Note D              |
|  | St. Lucia                   | 06/07/82           | 10,000           | 10,000  | 10,000 Note D                  |
|  | St. Lucia                   | 08/03/77           | 270              | 270     | 270,000 Note D                 |
|  | (A) St. Lucia               | 09/06/82           | 1,080            | 1,080   | 1,080,000 Note D               |
|  | St. Lucia                   | 12/22/77           | 1,000            | 1,000   | 10,000 Note D                  |
|  | St. Lucia                   | 03/16/79           | 300              | 300     | 15,000 Note D                  |
|  | St. Lucia                   | 12/27/77           | 3,000            | 3,000   | 3,000,000 Note D               |
|  | Delaware                    | 12/27/77           | 2,500            | 100     | 1,000                          |
|  | Delaware                    | 05/02/68           | 2,000            | 100     | 1,000                          |
|  | Delaware                    | 12/17/76           | 2,500            | 1,000   | 1,000                          |
|  | Delaware                    | 10/12/78           | 5,000            | 100     | 5,000                          |
|  | Delaware                    | 10/12/78           | 5,000            | 100     | 5,000                          |
|  | Delaware                    | 10/12/78           | 5,000            | 100     | 5,000                          |
|  | Delaware                    | 10/12/78           | 5,000            | 100     | 5,000                          |
|  | Delaware                    | 07/08/63           | 2,000            | 100     | 1,000                          |
|  | New York                    | 03/30/73           | 1,000,000        | 452,033 | 7,000,000                      |
|  | Delaware                    | 05/17/37           | 100              | 100     | 1,000                          |
|  | Delaware                    | 12/29/44           | 1,000            | 700     | 70,000                         |
|  | Delaware                    | 01/28/39           | 300              | 300     | 30,000                         |
|  | New York                    | 11/14/25           | 1,000            | 1,000   | 8,000                          |
|  | New York                    | 05/05/58           | 400              | 400     | 50,000                         |
|  | New York                    | 07/31/61           | 200              | 200     | 2,000                          |

**AMERADA HESS CORPORATION**  
**LIST OF SUBSIDIARIES AND AFFILIATED COMPANIES**  
**AT DECEMBER 31, 2000**

**CORPORATE HEADQUARTERS - 100% OWNED**

|  | Organized<br>under the<br>laws of | Incorporation<br>date | Number of shares<br>Authorized | Number of shares<br>Issued | Amount of<br>capital<br>stock issued |
|--|-----------------------------------|-----------------------|--------------------------------|----------------------------|--------------------------------------|
| Amerada Hess Communications Corporation        | Delaware                          | 09/13/71              | 100                            | 1                          | \$ 10                                |
| Amerada Hess International Capital Corporation | (A) Delaware                      | 05/31/72              | 2,000                          | 1,000                      | 1,000                                |
| Air Hangar, Inc.                               | New Jersey                        | 08/25/77              | 2,500                          | 100                        | 1,000                                |
| Amerada Hess Corporation of Nevada             | (A) Nevada                        | 03/29/79              | 5,000                          | 10                         | 1,000                                |
| Jamestown Insurance Company Limited            | Bermuda                           | 12/14/72              | 10,000                         | 10,000                     | 1,200,000                            |
| Amerada Hess Corporation of St. Lucia          | Delaware                          | 12/13/77              | 2,500                          | 10                         | 1,000                                |
| A.H. Shipping Guaranty Corporation             | Delaware                          | 11/21/94              | 1,000                          | 108                        | 108                                  |
| Hess LNG Company                               | Delaware                          | 09/14/95              | 1,000                          | 100                        | 100                                  |

Note A: Presently inactive.

**AMERADA HESS CORPORATION**  
**LIST OF SUBSIDIARIES AND AFFILIATED COMPANIES**  
**AT DECEMBER 31, 2000**

|  | Percentage ownership | Organized under the laws of | Date of incorporation | Number of shares      |                  | Amount of stock issued |
|--|----------------------|-----------------------------|-----------------------|-----------------------|------------------|------------------------|
|  |                      |                             |                       | Authorized            | Issued           |                        |
| AFFILIATED COMPANIES (20% TO 50% OWNED)  |                      |                             |                       |                       |                  |                        |
| CORPORATE HEADQUARTERS   |                      |                             |                       |                       |                  |                        |
| Conmar Terminals, Ltd.   | (A) 50%              | Canada                      | 05/10/55              | C-A 50,000            | 8,500            | \$ 85,000              |
| Meadville Corporation  | 49%                  | New Jersey                  | 05/07/30              | C-B 50,000<br>500,000 | 8,500<br>212,900 | 85,000<br>212,900      |
| INTERNATIONAL OPERATIONS   |                      |                             |                       |                       |                  |                        |
| Oasis Oil Company of Libya, Inc. (stock owned by A.P.C. of Libya)  | (A) 33 1/3%          | Delaware                    | 05/25/60              | 3,000                 | 3,000            | 3,000                  |
| Matco Tankers (U.K.) Ltd. (stock owned by Amerada Hess Limited)  | 20%                  | United Kingdom              | 11/13/75              | 100                   | 100              | 219                    |
| Premier Oil Company (stock owned by Amerada Hess Limited)  | 25%                  | United Kingdom              | N/A                   | N/A                   | N/A              | N/A                    |
| Denerco K/S (stock owned by Amerada Hess A/S)  | 26%                  | Denmark                     | N/A                   | N/A                   | N/A              | N/A                    |
| SHIPPING OPERATIONS  |                      |                             |                       |                       |                  |                        |
| INVESTMENTS ON AMERADA HESS SHIPPING CORP. BOOKS   |                      |                             |                       |                       |                  |                        |
| Tropical United Shipping Corporation   | 50%                  | Marshall Islands            | 12/07/92              | 500                   | 100              | 648,000                |
| First United Shipping Corporation  | 50%                  | Marshall Islands            | 10/09/70              | 50,000                | 17,776           | 17,776                 |
| Second United Shipping Corporation   | 50%                  | Marshall Islands            | 10/09/70              | 50,000                | 17,776           | 17,776                 |
| Third United Shipping Corporation  | 50%                  | Marshall Islands            | 01/22/73              | 300,000               | 240,000          | 240,000                |
| Interocean Tanker Corporation  | 50%                  | Marshall Islands            | 10/09/70              | 50,000                | 200              | 200                    |
| First Union Tanker Corporation   | (B)                  | Marshall Islands            | 08/03/94              | 6,000                 | 5,961            | 59,610,000             |
| Second Union Tanker Corporation  | (C)                  | Marshall Islands            | 08/03/94              | 6,000                 | 4,830            | 48,300,000             |
| REFINING OPERATIONS  |                      |                             |                       |                       |                  |                        |
| INVESTMENT ON HOVIC BOOKS  |                      |                             |                       |                       |                  |                        |
| St. Croix Petrochemical Corp.  | (A) 50%              | Virgin Islands              | 09/18/73              | 6,000                 | 5,800            | 5,800,000              |
| HOVENSA, LLC   | 50%                  | Virgin Islands              | 10/30/98              | --                    | --               | --                     |
| INVESTMENT ON HOSLL BOOKS  |                      |                             |                       |                       |                  |                        |
| St. Lucia Road Contractors (5,001 shares owned by Fisher Hess St. Lucia, Ltd.; 4,999 owned by Third Party) | (B)                  | St. Lucia                   | 01/04/84              | 10,000                | 10,000           | 10,000                 |
| MARKETING OPERATIONS INVESTMENT  |                      |                             |                       |                       |                  |                        |
| ON AHC BOOKS   |                      |                             |                       |                       |                  |                        |
| South Jersey Terminal Corp.  | 50%                  | New Jersey                  | 11/02/54              | C-A 1,000             | 750              | 75,000                 |
|  |                      |                             |                       | C-B 1,000             | 750              | 75,000                 |
| C-A Common Stock (Class A)   |                      |                             |                       |                       |                  |                        |
| C-B Common Stock (Class B)   |                      |                             |                       |                       |                  |                        |

C-A Common Stock (Class A)  
C-B Common Stock (Class B)

Note A: Presently inactive.

Note B: Intercocean Tanker Corp. and First, Second, Third and Tropical United Shipping Corporations own interest of 17%, 25%, 20%, 19% and 19% respectively.

Note C: Intercocean Tanker Corp. and First, Second, Third and Tropical United Shipping Corporations own interest of 17%, 20%, 16%, 28% and 19% respectively.

MASTER

APPLICATION FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LANDS

FORM APPROVED  
OMB NO. 1004-0060  
Expires: December 31, 2001

FOR AGENCY USE ONLY

Application Number

Date filed

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

1. Name and address of applicant (include zip code)

See Attachment 1.

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

3. TELEPHONE (area code)

Applicant

See Attachment 1.

Authorized Agent

4. As applicant are you? (check one)

- a. ☐ Individual See Attachment 1.  
b. ☐ Corporation\*  
c. ☐ Partnership/Association\*  
d. ☐ State Government/State Agency  
e. ☐ Local Government  
f. ☐ Federal Agency

\* If checked, complete supplemental page

5. Specify what application is for: (check one) See response on page 6.

- a. ☐ New authorization  
b. ☒ Renewing existing authorization No.  
c. ☐ Amend existing authorization No.  
d. ☐ Assign existing authorization No.  
e. ☐ Existing use for which no authorization has been received\*  
f. ☐ Other\*

\* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No See response on page 6.

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");  
(b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D-1H;  
(c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;  
(d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;  
(e) Year round;  
(f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);  
(g) Not applicable;  
(h) Not applicable.

See also Attachment 2.

8. Attach a map covering area and show location of project proposal See generally Attachment 2, Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D-1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See response on page 6.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. *(Specify number, date, code, or name)*

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal *(construction, operation, and maintenance)*; (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5. (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does **not** include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

See Attachment 3.

Date

See Attachment 3.

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS  
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION  
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture  
Regional Forester, Forest Service (USFS)  
Federal Office Building, P.O. Box 21628  
Juneau, Alaska 99802-1628  
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior  
Bureau of Indian Affairs (BIA)  
Juneau Area Office  
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex  
Juneau, Alaska 99802  
Telephone: (907) 586-7177

Bureau of Land Management (BLM)  
222 West 7th Ave., Box 13  
Anchorage, Alaska 99513-7599  
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)  
Alaska Regional Office 2525 Gambell St., Rm. 107  
Anchorage, Alaska 99503-2892  
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)  
Office of the Regional Director  
1011 East Tudor Road  
Anchorage, Alaska 99503  
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation  
Federal Aviation Administration  
Alaska Region AAL-4, 222 West 7th Ave., Box 14  
Anchorage, Alaska 99513-7587  
Telephone: (907) 271-5285

**NOTE** - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS  
(Items not listed are self-explanatory)

- Item
- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
  - 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
  - 9, 10, and 12 - The responsible agency will provide additional instructions.
  - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
  - 14 The responsible agency will provide instructions.
  - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
  - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.
- Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

**SUPPLEMENTAL**

NOTE: The responsible agency(ies) will provide additional instructions

CHECK APPROPRIATE  
BLOCK

**I - PRIVATE CORPORATIONS** See response on page 6.

ATTACHED

FILED\*

|   |                          |                          |
|---|--------------------------|--------------------------|
| a. Articles of Incorporation  | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Corporation Bylaws   | <input type="checkbox"/> | <input type="checkbox"/> |
| c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.  | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Copy of resolution authorizing filing  | <input type="checkbox"/> | <input type="checkbox"/> |
| e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. | <input type="checkbox"/> | <input type="checkbox"/> |
| previous applications.  | <input type="checkbox"/> | <input type="checkbox"/> |
| g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.  | <input type="checkbox"/> | <input type="checkbox"/> |

**II- PUBLIC CORPORATIONS**

|  |                          |                          |
|--|--------------------------|--------------------------|
| a. Copy of law forming corporation   | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Proof of organization   | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Copy of Bylaws  | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Copy of resolution authorizing filing   | <input type="checkbox"/> | <input type="checkbox"/> |
| e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. | <input type="checkbox"/> | <input type="checkbox"/> |

**III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY**

|  |                          |                          |
|--|--------------------------|--------------------------|
| a. Articles of association, if any   | <input type="checkbox"/> | <input type="checkbox"/> |
| b. If one partner is authorized to sign, resolution authorizing action is                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Name and address of each participant, partner, association, or other                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. | <input type="checkbox"/> | <input type="checkbox"/> |

\* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

**DATA COLLECTION STATEMENT**

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

**BURDEN HOURS STATEMENT**

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.



## NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**MASTER APPLICATION  
FOR TRANSPORTATION AND  
UTILITY SYSTEMS AND FACILITIES  
ON FEDERAL LAND**

**For the Trans-Alaska Pipeline System**

**Continuation of Item #5:** Renewal on the same terms of each Applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

**Continuation of Item #s 6, 12 and Supplemental Items on page 4:** Each Applicant identified in response to Item 1 above (individually "Applicant" and collectively "Applicants") separately responds to this item in its respective SUPPLEMENTAL APPLICATION at Volume 1 of 3 (individually "SUPPLEMENTAL APPLICATION" and collectively "SUPPLEMENTAL APPLICATIONS"). Further, nothing in this MASTER APPLICATION should be interpreted or construed as having the effect or implication of any Applicant making any statement, representation or certification as to the accuracy or completeness of any other Applicant's response to this item.

**Continuation of Item #17:** In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

**Continuation of Item #19:** TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

**Hazardous Material Use.** Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive

chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

Hazardous Material Production. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

## ATTACHMENT 1

A. Applicants for renewal of their undivided interests in existing authorizations for TAPS are the following corporations:

1. Amerada Hess Pipeline Corporation  
One Allen Center  
500 Dallas Street, Level 2  
Houston, Texas 77002

Authorized Officer:  
Donald C. Lutken, Jr.  
President and Chief Executive Officer

Telephone: (713) 609-4000

2. BP Pipelines (Alaska) Inc.  
900 E. Benson Blvd., MB 11-5  
Anchorage, AK 99508

Authorized Officer:  
Albert N. Bolea  
President

Telephone: (907) 564-5757

3. ExxonMobil Pipeline Company  
800 Bell Street  
Houston, TX 77002

Authorized Officer:  
Richard A. Rabinow  
President

Telephone: (713) 656-5056

4. Phillips Transportation Alaska, Inc.  
700 G Street  
Anchorage, AK 99501

Authorized Officer:  
Margaret A. Yaege  
President

Telephone: (907) 263-3710

5. Unocal Pipeline Company  
14141 Southwest Freeway  
Sugar Land, TX 77478

Authorized Officer:  
Joseph M. Monroe  
President

Telephone: (281) 287-7775

6. Williams Alaska Pipeline Company, L.L.C.  
1 Williams Center 720A  
Tulsa, OK 74172

Authorized Officer:  
Michael N. Mears  
Vice President

Telephone: (918) 573-3211

- B. The Applicants (i) own, in undivided interests, the entirety of the authorizations for which renewal is sought as are identified in the Federal Line Lists in Volume 2 at Tab 1D-1H and (ii) operate TAPS through Alyeska Pipeline Service Company ("Alyeska"). The operating agreement among the Owners and other information pertaining to Alyeska appears in file AA-5722 in the Bureau of Land Management's Alaska State Office.

## ATTACHMENT 2

### A. MAINLINE AND FUEL GAS LINE

| SERIAL NUMBER   | TYPE OF SYSTEM OR FACILITY              | MAP SHEET NO.*   |
|-----------------|---|--|
| F-12505/AA-5847 | Crude oil pipeline and other facilities | 2/3/4/5/6/7/8/9/10/<br>11/12/13/14/15/16/<br>18/19/20/21/22/23/<br>24/25 |
| F-21770         | Fuel gas pipeline and other facilities  | 2/3/4/5  |

\* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

### B. ACCESS ROADS

| SERIAL NO. | ACCESS ROAD NO.  | ALSO KNOWN AS  | MAP SHEET NO.* |
|------------|------------------|----------------|----------------|
| F 20780    | 118-APL-1        | 118-APL/AMS-1  | 5              |
| F 21586    | 116-APL-1        | 116-APL/AMS-1  | 5              |
| F 22386    | 116-APL-6        |                | 5              |
| F 20776    | 115-APL-1        |                | 5              |
| F 21585    | 115-APL-3        | 115-APL/AMS-3  | 5              |
| F 20719    | 114-APL-1        | 114-APL/AMS-1  | 5/6            |
| F 21656    | 114-APL-2B       |                | 5/6            |
| FF 088221  | Atigun Boat Ramp | 114-APL/AMS-2C | 5/6            |
| F 21465    | 114-APL-3        |                | 5/6            |
| F 21467    | 114A-APL-5       | 114-APL-5      | 5/6            |
| F 20717    | 113-APL-1        |                | 6              |
| FF 088197  | 113-APL/AMS-2    | 113-APL-2      | 6              |
| F 20715    | 112-APL-1        |                | 6              |

# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO.                        | ALSO KNOWN AS              | MAP SHEET NO.* |
|------------|--|----------------------------|----------------|
| FF 088195  | 112-AMS-2                              | 112-APL-2                  | 6              |
| F 21727    | 112-APL-3A                             |                            | 6              |
| FF 088193  | 112-APL-4B                             |                            | 6              |
| F 20714    | 111-APL-3                              | 111-APL/AMS-3              | 6              |
| F 21583    | 110-APL-1                              |                            | 6              |
| F 21617    | 110-APL-1B                             |                            | 6              |
| F 20713    | 110-APL-2                              |                            | 6              |
| F 21653    | 109-APL-1A                             |                            | 6/7            |
| F 21535    | 109-APL-3A                             |                            | 6              |
| FF 088194  | 108-APL-1                              |                            | 7              |
| FF 088223  | 108-APL-1A                             |                            | 7              |
| FF 088485  | 108-APL-5                              |                            | 7              |
| F 20707    | 108-APL-6                              |                            | 7              |
| F 21640    | 108-APL-7                              | 108-APL/AMS-7              | 7              |
|            | Remote Gate Valve<br>("RGV") 33 Access | JPO Letter No.<br>94-082-M | 7              |
| F 64648    | 108-APL-8                              |                            | 7              |
| F 21623    | 107-APL-1A                             | 107-APL/AMS-1A             | 7              |
| F 64647    | 107-APL-2A                             |                            | 7              |
| F 20699    | 107-APL-3                              |                            | 7              |
| FF 088192  | 107-APL/AMS-4                          |                            | 7              |
| F 21618    | 106-APL-1A                             | 106-APL/AMS-1A             | 7              |
| F 64646    | 106-APL-2B                             | 106-APL/AMS-2B             | 7              |

# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO.                      | ALSO KNOWN AS  | MAP SHEET NO.* |
|------------|--------------------------------------|----------------|----------------|
| F 21652    | 105-APL-1A                           | 105-APL/AMS-1A | 7              |
| F 20692    | 105-APL-2                            |                | 7              |
| F 20693    | 105-APL-3                            |                | 7              |
| F 20694    | 105-APL-4                            |                | 7              |
| FF 088220  | 104-APL-0                            |                | 7/8            |
| FF 088218  | 104-APL-1                            |                | 7              |
| F 21429    | 104-APL-1A                           |                | 7              |
| F 20688    | 104-APL-3                            |                | 7              |
| F 21638    | 103-APL-1A                           | 103-APL/AMS-1A | 8              |
| FF 84277   | 103-APL-3                            |                | 7/8            |
| FF 088191  | 103-APL-3A                           |                | 7/8            |
| F 20683    | 103-APL-4                            |                | 7/8            |
| F 20675    | 102-APL-1                            |                | 8              |
| F 20676    | 102-APL-2                            |                | 8              |
| FF 088222  | Pipeline Mile Post<br>("PLMP") 216.3 | 102-APL-2A     | 8              |
| F 20677    | 102-APL-3                            | 102-APL/AMS-3  | 8              |
| FF 088190  | 102-APL-3A                           | 102-AMS-3A     | 8              |
| F 20678    | 102-APL-4                            |                | 8              |
| F 20679    | 102-APL-5                            |                | 8              |
| F 20671    | 101-APL-1                            |                | 8              |
| FF 088187  | 101-APL-1A                           |                | 8              |
| FF 088188  | 101-APL-1B                           | 101-AMS-1B     | 8              |



# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO. | ALSO KNOWN AS | MAP SHEET NO.* |
|------------|-----------------|---------------|----------------|
| FF 088189  | 101-APL-2       | 101-APL/AMS-2 | 8              |
| F 20673    | 101-APL-3       |               | 8              |
| FF 87266   | 101-APL/AMS-4   |               | 8              |
| F 20668    | 100-APL-2       | 100-APL/AMS-2 | 8              |
| F 20669    | 100-APL-2A      |               | 8              |
| F 20665    | 99-APL-3        |               | 8              |
| F 20666    | 99-APL-4        | 99-APL/AMS-4  | 8              |
| F 20656    | 97-APL-1        | 97-APL/AMS-1  | 9              |
| F 20657    | 97-APL-3        | 97-APL/AMS-3  | 9              |
| F 21763    | 97-APL-5        |               | 9              |
| F 20653    | 96-APL-1        | 96-APL/AMS-1  | 9              |
| F 20654    | 96-APL-2A       |               | 9              |
| F 64645    | 96-APL-3        |               | 9              |
| F 22978    | 95-APL-4A       |               | 9              |
| F 20652    | 95-APL-5        | 95-APL/AMS-5  | 9              |
| F 21553    | 94-APL-1A       | 94-APL/AMS-1A | 9              |
| F 21570    | 93-APL-1        | 93-APL/AMS-1  | 9              |
| F 20645    | 93-APL-2        | 93-APL/AMS-2  | 9              |
| F 21551    | 93-APL-4        |               | 9              |
| F 21552    | 92-APL-0        |               | 9/10           |
| F 20637    | 92-APL-1        | 92-APL/AMS-1  | 9              |
| F 20638    | 92-APL-2        | 92-APL/AMS-2  | 9              |

# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO. | ALSO KNOWN AS | MAP SHEET NO.* |
|------------|-----------------|---------------|----------------|
| F 20640    | 92-APL-4        |               | 9              |
| F 20642    | 92-APL-6        | 92-APL/AMS-6  | 9              |
| F 20633    | 91-APL-1        | 91-APL/AMS-1  | 10             |
| F 22365    | 91-APL-1B       |               | 10             |
| F 21693    | 91-APL-3        | 91-APL/AMS-3  | 9/10           |
| FF 088186  | 90-APL/AMS-1    | 90-APL-1      | 10             |
| FF 81337   | 90-APL-2        |               | 10             |
| F 21568    | 90-APL-4A       | 90-APL/AMS-4A | 10             |
| F 20625    | 89-APL-1        | 89-APL/AMS-1  | 10             |
| F 20627    | 89-APL-3        |               | 10             |
| F 20628    | 89-APL-4        | 89-APL/AMS-4  | 10             |
| F 20773    | 89-APL-6        |               | 10             |
| F 20623    | 88-APL-1        | 88-APL/AMS-1  | 10             |
| F 21567    | 88-APL-2        | 88-APL/AMS-2  | 10             |
| F 20622    | 87-APL-2        |               | 10             |
| F 21582    | 87-APL-3B       | 87-APL/AMS-3B | 10             |
| F 21549    | 87-APL-4        |               | 10             |
| F 20615    | 86-APL-1        |               | 10/11          |
| F 20616    | 86-APL-2        |               | 10/11          |
| F 20618    | 86-APL-3A       | 86-APL/AMS-3A | 10             |
| FF 088184  | 86-APL-4        |               | 10             |
| FF 088185  | 86-APL-4A       |               | 10             |

# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO. | ALSO KNOWN AS | MAP SHEET NO.* |
|------------|-----------------|---------------|----------------|
| FF 088219  | 86-APL-4B       |               | 10             |
| F 20621    | 86-APL-5        | 86-APL/AMS-5  | 10             |
| F 20613    | 85-APL-1        | 85-APL/AMS-1  | 11             |
| F 64644    | 85-APL-3        |               | 10/11          |
| F 20610    | 84-APL-1        |               | 11             |
| F 20611    | 84-APL-2        |               | 11             |
| F 20608    | 83-APL-2        | 83-APL/AMS-2  | 11             |
| F 20609    | 83-APL-3        | 83-APL/AMS-3  | 11             |
| F 20606    | 82-APL-2        | 82-APL/AMS-2  | 11             |
| F 21565    | 81-APL-1B       |               | 11             |
| F 20604    | 81-APL-3        | 81-APL/AMS-3  | 11             |
| F 20605    | 81-APL-4        |               | 11             |
| F 20600    | 80-APL-2        |               | 12             |
| F 21581    | 80-APL-2A       |               | 11/12          |
| F 21546    | 80-APL-3A       | 80-APL/AMS-3A | 11/12          |
| F 20596    | 79-APL-1        | 79-APL/AMS-1  | 12             |
| F 20597    | 79-APL-2        | 79-APL/AMS-2  | 12             |
| F 20598    | 79-APL-3        |               | 12             |
| F 20594    | 78-APL-1        |               | 12             |
| F 64643    | 78-APL-1A       |               | 12             |
| F 20595    | 78-APL-3        | 78-APL/AMS-3  | 12             |
| F 20564    | 62-APL-1        |               | 15             |

# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO. | ALSO KNOWN AS | MAP SHEET NO.* |
|------------|-----------------|---------------|----------------|
| F 21650    | 57-APL-3        |               | 16             |
| F 21740    | 56-APL-3        |               | 16             |
| F 20557    | 45-APL-3        |               | 18             |
| F 21591    | 45-APL-4        |               | 18             |
| F 20553    | 44-APL-3        |               | 18             |
| F 20554    | 44-APL-5        |               | 18             |
| F 20542    | 40-APL-1        | 40-APL/AMS-1  | 19             |
| F 20545    | 40-APL-4        | 40-APL/AMS-4  | 19             |
| F 20535    | 39-APL-1        | 39-APL/AMS-1  | 19             |
| F 20536    | 39-APL-2        |               | 19             |
| F 21759    | 39-APL-4        | 39-APL/AMS-4  | 19             |
| F 20541    | 39-APL-7        |               | 19             |
| F 20534    | 38-APL-9        |               | 19             |
| F 20532    | 38-APL-7        |               | 19             |
| F 21756    | 38-APL-1A       |               | 19             |
| F 20530    | 38-APL-5        |               | 19             |
| AA 8857    | 37-APL-2        |               | 19             |
| AA 37894   | 37-APL-3        |               | 19             |
| F 20526    | 37-APL-4        |               | 19             |
| AA 8855    | 37-APL-1        |               | 19             |
| AA 8853    | 36-APL-1A       |               | 20             |
| AA 9213    | 35-APL-6        | 35-APL/AMS-6  | 20             |

# ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO. | ALSO KNOWN AS | MAP SHEET NO.* |
|------------|-----------------|---------------|----------------|
| AA 8854    | 36A-APL-1       |               | 19/20          |
| AA 8851    | 31-APL-1        |               | 20/21          |
| AA 8871    | 31-APL-3        |               | 20             |
| AA 8870    | 30-APL-1        |               | 21             |
| AA 9198    | 29-APL-1        |               | 21             |
| AA 8848    | 28-APL-1        | 28-APL/AMS-1  | 21             |
| AA 8849    | 28-APL-1C       |               | 21             |
| AA 11185   | 27-APL/AMR-3    | 27 APL-3      | 21             |
| AA 8866    | 26-APL-2        | 26-APL/AMS-2  | 21             |
| AA 8867    | 26-APL/AMR-3    | 26-APL-3      | 21             |
| AA 9189    | 23-APL-1A       |               | 22             |
| AA 8863    | 22-APL-1        |               | 22             |
| AA 8862    | 20-APL-1        |               | 21             |
| AA 9166    | 19-APL-3        |               | 23             |
| AA 8845    | 19-APL-1        |               | 23             |
| AA 8843    | 17-APL-7        |               | 23             |
| AA 8842    | 17-APL-5        |               | 23             |
| AA 8840    | 17-APL-3        |               | 23             |
| AA-8838    | 16-APL-1        |               | 23             |
| AA-9462    | 14-APL-4        |               | 23/24          |
| AA 8829    | 12-APL-1        |               | 24             |
| AA 8827    | 11-APL-1        |               | 24             |

## ATTACHMENT 2

| SERIAL NO. | ACCESS ROAD NO. | ALSO KNOWN AS | MAP SHEET NO.* |
|------------|-----------------|---------------|----------------|
| AA 37895   | 10-APL-0        |               | 24             |
| AA 8825    | 10-APL-3        |               | 24             |
| AA 8820    | 9-APL-2         |               | 24             |
| AA 9602    | 9-APL-3A        |               | 24             |
| AA 075690  | 9-APL-3B        | 9-AMS-3B      | 24             |
| AA 8822    | 9-APL-4         | 9-APL/AMS-4   | 24             |
| AA 9589    | 8-APL-1         |               | 24             |
| AA 8817    | 8-APL-2         |               | 24             |
| AA 77244   | 6-APL-5         |               | 25             |

\* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

### C. MISCELLANEOUS RIGHTS

| SERIAL NUMBER | TYPE OF SYSTEM OR FACILITY                        | MAP SHEET NO.*  |
|---------------|---|---|
| F-84966       | Power and communication line and other facilities | 9/10<br><br>Also see plat(s)<br>at Tab 1H of<br>Volume 2 of 3 |
| AA-31239      | Communication site and access road                | 21<br><br>Also see plat(s)<br>at Tab 1H of<br>Volume 2 of 3   |

\* Except as otherwise noted, references in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

D. CONTAINMENT SITES

Rights to containment sites established under the June 14, 1991 Memorandum of Understanding between the Bureau of Land Management and Alyeska Pipeline Service Company, as agent for the TAPS Owners. Maps reflecting the location of the subject containment sites are a part of the Trans-Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plan, approved on November 30, 1998 and last revised on November 17, 2000, on file in the Bureau of Land Management's Alaska State Office.

ATTACHMENT 3

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.



Amerada Hess Pipeline Corporation *ACS*

**APR 30 2001**

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.



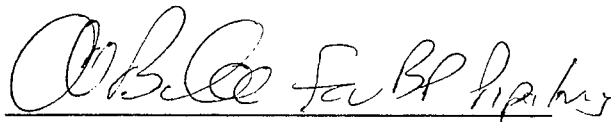
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I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_



BP Pipelines (Alaska) Inc.

Date: APR 30 2001

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

  
\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: APR 30 2001

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

*Margaret A. Yager*  
\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: APR 30 2001

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

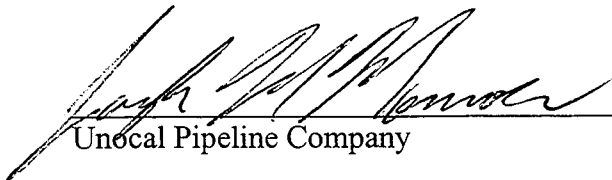
Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

  
Unocal Pipeline Company

**APR 30 2001**

Date: \_\_\_\_\_

\_\_\_\_\_  
Williams Alaska Pipeline Company, L.L.C.

Date: \_\_\_\_\_

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\_\_\_\_\_  
Amerada Hess Pipeline Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
BP Pipelines (Alaska) Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
ExxonMobil Pipeline Company

Date: \_\_\_\_\_

\_\_\_\_\_  
Phillips Transportation Alaska, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Unocal Pipeline Company

Date: \_\_\_\_\_

Michael Means  
Williams Alaska Pipeline Company, L.L.C.

Date: **APR 30 2001**

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# REVISIONS

**APPLICATION  
OF  
AMERADA HESS PIPELINE CORPORATION  
FOR RENEWAL OF THE TRANS-ALASKA  
PIPELINE SYSTEM ON STATE LANDS  
STATE VOLUME 1-AH OF 3  
REVISION LOG**

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